

SETTLEMENT AGREEMENT

Effective April 17, 2024, the State of Maine Department of Administrative and Financial Services ("DAFS" or "the Department") and Tuongvi Nhu Nguyen of Dorchester, Massachusetts (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 Cannabis Act, and on January 17, 2024, Michael W. Field, Director of Compliance for the Office of Cannabis Policy ("OMP") at DAFS sent Ms. Nguyen a letter notifying her that DAFS was revoking her registry identification ("ID") card, and

Whereas 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 Ms. Nguyen exercised her right to request an informal hearing in this matter, and

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. Nguyen's registry ID card (CGR31668) once this agreement is signed. Instead, Ms. Nguyen's registry ID card is suspended from April 17, 2024, to March 17, 2025.
2. The suspension of Ms. Nguyen's registry ID card is based on Ms. Nguyen's conduct as stated in the January 17, 2024 letter including allowing unauthorized persons to have access to her cultivation location; use of unregistered assistants, failure to maintain records of cannabis transfers; illegal or unauthorized transfer of cannabis plants from Massachusetts to Maine; failing to have her cultivation location adequately fenced and secure; and cultivating cannabis in excess of 300% of her authorized plant canopy.
3. During the suspension, Ms. Nguyen 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 she has or holds any ownership interest during this period of suspension would violate this agreement.

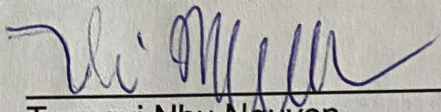
4. During the suspension, Ms. Nguyen may not participate in the Adult Use Cannabis Program. Allowing adult use cannabis to be grown on any property in which she has or holds any ownership interest during this period of suspension would violate this agreement, except that she may grow her own personal adult use cannabis plants in accordance with 28-B M.R.S. § 1502.
5. After the period of suspension ends on March 17, 2025, Ms. Nguyen 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.
6. After March 17, 2025, this suspension will not be considered a bar to Ms. Nguyen's participation in the Maine Medical Cannabis Program.
7. Ms. Nguyen 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 Cannabis Program after March 17, 2025:
 - a. Ms. Nguyen shall ensure she cultivates only the amount of cannabis permitted by her registration.
 - b. Ms. Nguyen shall ensure that her cultivation site has appropriate fencing and is secure.
 - c. Ms. Nguyen shall ensure that only authorized people are permitted in her cultivation location.
 - d. Ms. Nguyen shall obtain cannabis plants only from authorized participants in the Maine Medical Cannabis Program.
 - e. Ms. Nguyen shall only use registered assistants.
 - f. Ms. Nguyen shall maintain adequate business records including records of all cannabis transfers.
8. Wind-down plan: Ms. Nguyen has transferred any authorized harvested cannabis or products or plants to another registered caregiver or registered dispensary.
9. DAFS reserves the right to take any appropriate action if Ms. Nguyen 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 an 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. Nguyen 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 cannabis plants or harvested cannabis due to having been a registered caregiver, to the terms of the Settlement Agreement.

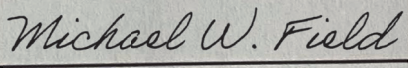
IN WITNESS WHEREOF, the duly authorized representative of DAFS, and Ms.

Nguyen have signed this Agreement below.



Tuongvi Nhu Nguyen

Date: 4/24/24.



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

Date: 4/25/2024