

SETTLEMENT AGREEMENT

Effective February 29, 2024 (the “Effective Date”), the State of Maine Department of Administrative and Financial Services (“DAFS” or “the Department”) and Licensee, Core Empowerment ME LLC, (“Core Empowerment”, AMS 231), collectively, “the Parties”, enter into this Settlement Agreement (the “Agreement”).

Core Empowerment is owned by Caesar Napolitano, April Arrasate, and Peri Higgins. Core Empowerment owns an adult use cannabis store called Seed, AMS 231. On December 14, 2023, Michael W. Field, Director of Compliance, Office of Cannabis Policy (“OCP”), DAFS, issued a Notice of Administrative Action concerning AMS 231 pursuant to the Cannabis Legalization Act, 28-B M.R.S. §§ 101-1102 (the “CLA”), and Maine Adult Use Cannabis Program Rules, 18-691 C.M.R. Ch. 1 (the “AUCPR”).

These actions are subject to an administrative hearing pursuant to 28-B M.R.S. §801 and in accordance with the Maine Administrative Procedure Act, 5 M.R.S. §§ 9051-9064, and then potentially to judicial review pursuant to 5 M.R.S. §§ 11001-11002 and M.R. Civ. P. 80C, and the Licensee timely requested an administrative hearing.

NOW THEREFORE, as the Parties wish to settle this matter in consideration of the mutual promises set forth herein, rather than continue the hearing and appeals process, the Parties agree as follows:

1. On September 1, 2023 two employees of Core Empowerment worked in limited access areas at Seed without Individual Identification Cards (“IICs”). One employee did not have their IIC with them and the other employee had not yet been issued an IIC. These are violations of the AUCPR, §§ 2.8.1 and 3.2.3(A)(1).
2. The Department rescinds the fine for the employee who did not have their IIC displayed. The monetary penalty for the other employee is decreased to \$500.00 which is the total be paid by the Licensee. The settlement payment shall be paid to DAFS as follows: the full amount is due May 22, 2024. Failure to pay by the stated deadline may result in suspension and/or denial of renewal of this license.
3. This Agreement sets forth the entire agreement of the Parties in relation to the conduct described above and in the letter of December 14, 2023, and any amendment hereof shall be in writing. Representations that are not contained in

the Agreement or subsequent written amendment shall have no effect.

4. The Parties agree that once this agreement is signed an administrative hearing on the Notice of Administrative Action is no longer necessary.
5. The Parties acknowledge that this Agreement and its reduction to final written form is the result of good faith negotiations between the Parties. The Parties and their respective counsel (if applicable) have carefully reviewed and examined this Agreement before execution by said Parties. Any statute or rule of construction that requires ambiguities to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
6. This Agreement shall be governed by the laws of the State of Maine.
7. The Parties agree that this Agreement is binding upon, and inures to the benefit of, the Parties and their successors and assigns.
8. The signatory for DAFS, Michael W. Field, represents that he is duly authorized and empowered to execute this Agreement on behalf of DAFS, and that his signature is enough to legally bind DAFS to the terms of this Agreement.
9. The signatory for the Licensee, represents that he is duly authorized and empowered to execute this Agreement on behalf of Licensee and that his signature is enough to legally bind Licensee to the terms of this Agreement.

IN WITNESS WHEREOF, the duly authorized representative of DAFS, and Caesar Napolitano, have signed this Agreement below:

CORE EMPOWERMENT ME LLC

Caesar Napolitano

2/28/2024



Date: _____

By Owner of Part, Caesar Napolitano

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

Michael W. Field

Date: 2/29/2024

By Michael W. Field, Director of Licensing,
Office of Cannabis Policy

