

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DEPARTMENT OF BUSINESS REGULATION  
JOHN O. PASTORE CENTER, BLDG. 68-1  
1511 PONTIAC AVENUE  
CRANSTON, RHODE ISLAND 02920

IN THE MATTER OF

████████████████████

RESPONDENT.

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DBR No. 19MM004

CONSENT AGREEMENT

The Department of Business Regulation (the “Department”) through its Office of Cannabis Regulation (“OCR”) and Respondent ██████████ the “Respondent”) hereby agree to resolve the above-captioned matter pursuant to R.I. Gen. Laws § 42-35-9(d).

It is hereby agreed by and between the Department and the Respondent that:

1. On May 17, 2019, the ██████████ Police discovered that Respondent possessed nine (9) bags full of marijuana, fifteen (15) marijuana seedlings and the remains of twelve (12) adult marijuana plants; no plants contained medical marijuana program tags.
2. As of May 17, 2019, Respondent was a medical marijuana patient registered with the Rhode Island Department of Health.
3. As a result of the May 17, 2019 discovery by the ██████████ Police, the Respondent was charged with Manufacturing/Selling/Possession with Intent to Manufacture/Sell Marijuana, R.I. Gen. Laws §21-28-4.01.1(a)(5).
4. On June 10, 2019, the Department issued an *Order to Show Cause Why Administrative Penalties Should Not Be Imposed, Notice of Hearing and Appointment of Hearing Officer* (“Order”) to the Respondent.
5. Respondent now requests the Department resolve the Order according to this Consent Agreement.

Applicable Law

6. Effective on May 17, 2019, pursuant to R.I. Gen. Laws § 21-28.6-4(a), “A qualifying patient cardholder who has in his or her possession a registry identification card shall not be subject

to arrest, prosecution, or penalty in any manner, or denied any right or privilege, including, but not limited to, civil penalty or disciplinary action by a business or occupational or professional licensing board or bureau, for the medical use of marijuana; provided, that the qualifying patient cardholder possesses an amount of marijuana that does not exceed twelve (12) mature marijuana plants that are accompanied by valid medical marijuana tags, two and one-half (2.5) ounces of usable marijuana, or its equivalent amount, and an amount of wet marijuana to be set by regulations promulgated by the departments of health and business regulation...<sup>1</sup>

7. Effective on May 17, 2019, pursuant to R.I. Gen. Laws § 21-28.6-15(a), “Effective April 1, 2017, every marijuana plant, either mature or seedling, grown by a registered patient or primary caregiver, must be accompanied by a physical medical marijuana tag purchased through the department of business regulation...”<sup>2</sup>
8. Effective on May 17, 2019, pursuant to R.I. Gen. Laws § 21-28.6-15(b)(3), “If a patient cardholder, primary caregiver cardholder, licensed cooperative cultivation or licensed cultivator is found to have mature marijuana plants without valid medical marijuana tags, the department [of] health or department of business regulation shall impose an administrative penalty on the patient cardholder, primary caregiver cardholder, licensed cooperative cultivation, or licensed cultivator for each untagged mature marijuana plant not in excess of the limits set forth in § 21-28.6-4, § 21-28.6-14 and § 21-28.6-16 of no more than the total fee that would be paid by a cardholder or licensee who purchased medical tags for such plant in compliance with this chapter.”<sup>3</sup>
9. Pursuant to 230-RICR-80-05-1 (the “MMP Rules”), § 1.9(C)(5), “Qualified patient cardholders who register with DOH after April 1, 2017 and who choose to grow for themselves must obtain at least one (1) medical marijuana plant tag set within ten (10) business days of receiving their registry identification card from DOH. Such patients are further responsible for obtaining any additional medical marijuana plant tag sets necessary and may not legally possess medical marijuana plants until such time as the plant tags are obtained.”
10. Pursuant to MMP Rules, § 1.9(D)(2), “A qualified patient cardholder may purchase no more than twelve (12) medical marijuana plant tag sets (comprised of twelve (12) mature plant tags and twelve (12) seedling tags for a total of twenty-four (24) medical marijuana plant tags), which corresponds to the possession limits of twelve (12) mature plants and twelve (12) seedlings set by R.I. Gen. Laws § 21-28.6-4(a) and § 21-28.6-4(f), respectively.”
11. Pursuant to MMP Rules, § 1.9(N)(1), “as to any patient cardholder, primary caregiver cardholder, or licensed cooperative cultivation who is found to have mature marijuana

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<sup>1</sup> This statutory provision was amended pursuant to 2019 P.L. ch.088, Article XV, effective July 5, 2019.

<sup>2</sup> This statutory provision was amended pursuant to 2019 P.L. ch.088, Article XV, effective July 5, 2019.

<sup>3</sup> This statutory provision was amended pursuant to 2019 P.L. ch.088, Article XV, effective July 5, 2019.

plants that are within the relevant possession limits of the Act but which do not have valid medical marijuana tags, DBR may impose an administrative penalty up to the total fee that would be paid by a cardholder or licensee who purchased medical marijuana plant tags for such plants in compliance with the Act.”

12. Pursuant to MMP Rules, § 1.9(E), plant tag fees for qualifying patient cardholders are “Twenty-five dollars (25) per plant tag set.”

#### Conditions

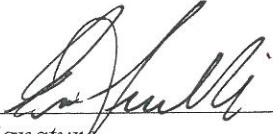
13. The Department and the Respondent have agreed to an amicable resolution of this matter without an administrative hearing and its attendant time and costs. As such, the Department and the Respondent agree to the following:
  - a. Respondent will pay an administrative penalty in the amount the Respondent would have paid had he purchased twelve (12) sets of MMP plant tags at twenty-five dollars (\$25) per set, for a total of three-hundred dollars (\$300) in the form of a check or money order and made payable to the “RI Office of the General Treasurer;” and
  - b. By his signature below, Respondent hereby waives, relinquishes and forfeits any right or protection he has to cultivate marijuana for himself or others pursuant to R.I. Gen. Laws § 21-28.6-4(a) and any other provisions of the Act for a period of two (2) years from the effective date of this agreement and which will be retroactive to the date of Respondent’s arrest if/when the Department receives Respondent’s affidavit detailing his abstention from marijuana growth activity from May 17, 2019 to the present. Respondent acknowledges and agrees that any rights formerly associated with his status as a medical marijuana program patient and/or his patient registration card shall now and hereafter expressly exclude any right or protection for the cultivation of medical marijuana for a period of two (2) years, provided, however, that Respondent shall retain the right to purchase medical marijuana from a licensed compassion center in accordance with the provisions of the Act and the MMP Rules. Record of this waiver, relinquishment and forfeiture shall be maintained in the state’s medical marijuana tracking system and verified to law enforcement in accordance with R.I. Gen. Laws § 21-28.6-6(l), the Act and the MMP Rules. Respondent acknowledges and agrees that any ability to cultivate marijuana after the two (2) year period shall be subject to Respondent’s full compliance with the Act and the MMP Rules including but not limited to plant tag requirements and cultivation limits.
14. The parties agree that this Consent Agreement and its terms represent the final determination of this matter.

#### Legal Effects of Consent Agreement

15. *Waiver of Hearing and Appeal.* By agreeing to resolve this matter through the execution of this Consent Agreement, Respondent knowingly and voluntarily waives any right to an administrative hearing and waives any right to pursue an appeal to the Superior Court under the Rhode Island Administrative Procedures Act, R.I. Gen. Laws § 42-35-1 *et seq.*
16. *Enforcement.* If the Respondent fails to comply with any term or condition of this Consent Agreement within any applicable time period set forth herein, the Respondent will be in violation hereunder and the Department shall be entitled to immediately take enforcement or other action in accordance with applicable law.
17. *Compliance; Laws.* Compliance with the terms of this Consent Agreement does not relieve the Respondent of any obligation to comply with other applicable laws or regulations administered by or through the Department or any other governmental agency.

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For the Division:


  
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Signature  
Date: 2/28/2020


Ms. Erica Ferrelli  
Economic and Policy Analyst  
Office of Cannabis Regulation

For the Respondent:



Signature  
Date: 2/25/2020



  
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Signature  
Date: 2/25/20  
Robert J. Rahill, Esq.  
Counsel for the Respondent