

BEFORE THE EXECUTIVE DIRECTOR, DEPARTMENT OF REVENUE
STATE LICENSING AUTHORITY
STATE OF COLORADO

STIPULATION, AGREEMENT, AND ORDER

IN THE MATTER OF:

Mayflower Group LLC
Medical Marijuana Cultivation Facility License No. 403-00827

Mayflower Group LLC
Retail Marijuana Cultivation Facility License No. 403R-00022

Nutritional Elements, LLC
Medical Marijuana Cultivation Facility License No. 403-00462

Nutritional Elements, LLC
Retail Marijuana Cultivation Facility License No. 403R-00025

Futureworks LLC
Owner-Entity License No. OE-000078

Reagan Leane Yeomans
Owner License No. M00668

Tiffany Goldman
Owner License No. M76212

Licensees.

MED Complaint No. 2020-0199

THIS STIPULATION, AGREEMENT, AND ORDER (“Order”) between the Department of Revenue, Marijuana Enforcement Division (“Division”), and Mayflower Group LLC (Medical Marijuana Cultivation Facility License No. 403-00827 and Retail Marijuana Cultivation Facility License No. 403R-00022), Nutritional Elements, LLC (Medical Marijuana Cultivation Facility License No. 403-00462 and Retail Marijuana Cultivation Facility License No. 403R-00025), Futureworks LLC (Owner-Entity License No. OE-000078), Reagan Leane Yeomans (Owner License No. M00668), and Tiffany Goldman (Owner License No. M76212) (collectively, “Licensees”), is offered for the purposes of settlement and to avoid the

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uncertainty and cost of future administrative action. The Division and Licensees submit to and agree as follows:

1. The Executive Director of the Department of Revenue as the State Licensing Authority (“State Licensing Authority”) has jurisdiction over the Licensees and the subject matter herein pursuant to the provisions of subsection 44-10-201(1)(a), C.R.S.
2. Pursuant to subsection 44-10-202(1)(b), C.R.S., the State Licensing Authority has the authority to: grant or refuse state licenses for the cultivation, manufacture, distribution, sale, hospitality, and testing of Regulated Marijuana and Regulated Marijuana Products as provided by law; suspend, fine, restrict, or revoke such licenses, whether active, expired, or surrendered, upon violation of article 10 of title 44, C.R.S., or any rule promulgated pursuant to article 10 of title 44, C.R.S.; and impose any penalty authorized by article 10 of title 44, C.R.S. or any rule promulgated pursuant to article 10 of title 44, C.R.S.
3. Licensees have been the subject of an investigation conducted by the Division. The Division alleges violations of the Colorado Marijuana Code, sections 44-10-101 *et seq.*, C.R.S. (“Marijuana Code”) and the rules promulgated pursuant to the Marijuana Code at 1 CCR 212-3 (“Marijuana Rules”).
4. Pursuant to subsection 44-10-901(1), C.R.S., the State Licensing Authority has the power, on its own motion or on complaint, after investigation and opportunity for a public hearing at which licensees shall be afforded an opportunity to be heard, to fine, suspend, or revoke a license, or impose any other sanction authorized by the Marijuana Code or the Marijuana Rules, for a violation by the licensees or any agents or employees of the licensees.
5. Mayflower Group LLC (“Mayflower”), is licensed by the State Licensing Authority to operate Medical Marijuana Cultivation Facility License No. 403-00827 and Retail Marijuana Cultivation Facility License No. 403R-00022, co-located at 4825 North Oakland Street, Denver, Colorado 80239.
6. Nutritional Elements, LLC (“Nutritional Elements”), is licensed by the State Licensing Authority to operate Medical Marijuana Cultivation Facility License No. 403-00462 and Retail Marijuana Cultivation Facility License No. 403R-00025, co-located at 4800 North Nome Street, Denver, Colorado 80239.
7. The buildings that house the Cultivation Facilities on North Oakland and North Nome Streets are separate but are located adjacent to each other.

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8. Futureworks LLC (“Futureworks”), Owner-Entity License No. OE-000078, is licensed by the State Licensing Authority as the █████% owner of both Mayflower and Nutritional Elements.
9. Reagan Leane Yeomans (“Yeomans”), Owner License No. M00668, is licensed by the State Licensing Authority as the █████% owner of Futureworks.
10. Tiffany Goldman (“Goldman”), Owner License No. M76212, is licensed by the State Licensing Authority as the █████% owner of Futureworks.
11. The State Licensing Authority served an Order to Show Cause, Notice of Hearing, and Notice of Duty to Answer on Licensees (“OTSC”) on March 30, 2022, alleging statutory and rule violations, attached hereto as **Exhibit 1**.
12. The Division and Licensees have come to a mutual agreement and understanding to jointly propose to the State Licensing Authority a resolution of the allegations against Licensees, in lieu of proceeding to hearing to determine the merits of the allegations in the OTSC. The terms and conditions of this Order are subject to approval by the State Licensing Authority.
13. Licensees admit to the following facts and violations:

Test Samples Not Representative of Harvest Batches

14. On June 29, 2020, employees of Mayflower and Nutritional Elements submitted eight (8) test Samples¹ of Regulated Marijuana to Agricor Laboratories DE LLC (“Agricor”) (Medical Marijuana Testing Facility License No. 405-00004 and Retail Marijuana Testing Facility License No. 405R-00009). These Samples came from █████ Mayflower Harvest Batches² and █████ Nutritional Elements Harvest Batches.
15. One of Mayflower’s Harvest Batches originated at its Medical Marijuana Cultivation Facility and the other Harvest Batch originated at its Retail Marijuana Cultivation Facility.
16. One of Nutritional Elements’ Harvest Batches originated at its Medical Marijuana Cultivation Facility and the other Harvest Batch originated at its Retail Marijuana Cultivation Facility.

¹ Capitalized terms not defined herein are used consistent with definitions provided in Rule 1-115, 1 CCR 212-3.

² “Harvest Batch” means a specifically identified quantity of processed Regulated Marijuana that is uniform in strain, cultivated utilizing the same Pesticide and other agricultural chemicals and harvested at the same time. Rule 1-115, 1 CCR 212-3.

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17. Mayflower and Nutritional Elements each submitted [REDACTED] Sample for each Harvest Batch for microbial contaminant testing and [REDACTED] Sample for each Harvest Batch for metals contaminant testing.
18. The Mayflower and Nutritional Elements Samples submitted for microbials testing were inconsistent in color and consistency compared with the Mayflower and Nutritional Elements Samples submitted for metals testing.
19. The Samples designated for microbials testing for each license were browner in color and more ground up or pulverized than the Samples selected for metals testing, which were large, green buds.
20. The observed characteristics of the test Samples indicated the Samples designated for microbials testing had been altered.
21. On July 29, 2020, a MED investigator contacted Agricor to request that it complete additional microbial and metals testing on all [REDACTED] test Sample packages at issue.
22. On August 3, 2020, Agricor provided the requested test results, and they showed:
 - a. [REDACTED] of the [REDACTED] Samples originally submitted by Licensees for metals testing failed microbial testing.
 - b. In other words, the green-colored, full bud Samples were unable to pass three (3) out of four (4) times when tested for microbial contaminants due to high Total Yeast and Mold Count.
 - c. All [REDACTED] of the Samples originally submitted by Mayflower and Nutritional Elements for microbial testing passed those tests a second time.
 - d. In other words, the brown-colored, crushed Samples were able to pass microbial testing with no yeast or mold detected.
23. The Samples submitted for metals and microbial testing were not representative of their associated Harvest Batches, as multiple Samples pulled from the same Harvest Batches achieved different test results and possessed different characteristics when tested.
24. Licensees, individually or through the acts of their agents/employees, would crush the Samples designated for microbials testing to help them dry faster, a process

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that adulterates the test Samples because the remainder of the harvest batch would not be ground up.

25. Licensees, individually or through the acts of their agents/employees, would separate the test Samples from the remainder of the Harvest Batch, trim them, and place them on drying racks in a room separate from the remainder of the Harvest Batch. While both the test Samples and Harvest Batch are ultimately run through the Yofumo machine, they are not run through together or at the same time. This separation and disparate treatment causes such test Samples to be not representative of the Harvest Batches being tested.
26. Licensees violated Rule 4-110(A)(3), 1 CCR 212-3, individually or through the acts of their agents or employees, by adulterating, altering, or attempting to adulterate or alter Samples of Regulated Marijuana and by submitting Samples that were not representative of the Harvest Batch.
27. Licensees violated Rule 4-110(A)(4), 1 CCR 212-3, individually or through the acts of their agents or employees, by collecting or submitting Samples for testing of Regulated Marijuana before it had completed all required steps and/or was in its final form prior to Transfer to another Regulated Marijuana Business as outlined in the standard operating procedures of the Licensees submitting the Test Batch.

Camera Surveillance

28. On July 16, 2020, the Division requested video footage of the entire collection process for the Samples in question, from hanging and drying of the plants to ozonation, weighing, and packaging.
29. The Division received the requested video footage on July 23, 2020, but it was very grainy and unclear, making it difficult to discern what was occurring.
30. Licensees violated Rule 3-225(B)(3), 1 CCR 212-3, by failing to meet the minimum video surveillance requirements by not having video recordings available with a suitable quality of playback and, additionally, by not having video recordings that captured the identity of all individuals and activities in the monitored areas.
31. Licensees agree, in lieu of proceeding with an administrative hearing and subsequent proceedings, to the following:
 - a. Licensees agree to pay, and to be jointly and severally responsible for, a **\$15,000.00 (fifteen thousand dollars and no cents) fine** by certified check or money order, made payable to the Colorado Department of Revenue **within thirty (30) days** of service of this fully executed Order, as reflected in the certificate of service below. Licensees shall contact Jasmin Quijano at the Marijuana Enforcement Division at

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jasmin.quijano@state.co.us to discuss procedures for delivery and payment of the fine.

- b. Licensees shall provide the Division with updated Standard Operating Procedures (SOPs) indicating compliance with both the Colorado Department of Health and Environment's testing protocols and procedures and Colorado Marijuana Rules **within thirty (30) days** of service of the fully executed Order. Licensees shall submit the SOPs to Jasmin Quijano at the Marijuana Enforcement Division at jasmin.quijano@state.co.us.
 - c. Licensees agree that **within thirty (30) days** of service of the fully executed Order, Licensees shall identify to the Division Designated Test Batch Collectors for Mayflower and Nutritional Elements and provide documentation to the Division of Designated Test Batch Collector Training pursuant to Rule 4-110(B)(1) and (3), 1 CCR 212-3. Licensees shall submit their Designated Test Batch Collector identifications and training documentation to Jasmin Quijano at the Marijuana Enforcement Division at jasmin.quijano@state.co.us.
32. Licensees agree that Licensees will not recommit any of the violations related to the admissions in paragraphs 14 through 30 and that Licensees will remain in compliance with the Marijuana Code and Marijuana Rules.
33. Licensees acknowledge receipt of sufficient notice, advisement of rights, and wish to resolve all issues, which were the subject of the investigation or in any way related to the investigation, by entering into this Order.
34. Except as reflected in this Order, neither the facts nor circumstances relating to the underlying complaint or investigation that formed the basis for this Order against Licensees nor any defenses that Licensees may have to such complaint and/or investigation shall be at issue in a proceeding against Licensees for failing to comply with the terms of this Order.
35. Licensees agree that if Licensees apply for a new license, or seek reissuance or reinstatement of any license, registration, or permit pursuant to the Marijuana Code, or any successor to such Code, the Division may consider the facts and circumstances surrounding this Order. Further, this Order and related circumstances shall be admissible as evidence at any future hearing before the State Licensing Authority and may be used in connection with any future actions by the State Licensing Authority.
36. Licensees agree and acknowledge that they entered into this Order knowingly and voluntarily, that the terms of this Order were mutually negotiated and agreed

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upon, that each party was afforded the opportunity to consult with legal counsel, that each party has read this Order and fully understands its nature, meaning, and content, and that each party agrees that upon approval of this Order, no subsequent action or assertion shall be maintained or pursued by either party asserting the invalidity in any manner of this Order.

37. Licensees further understand and knowingly and voluntarily waive the following rights:

- a. The right to a public hearing on the merits of the matters forming the basis of this Order;
- b. The right to cross-examine all witnesses against Licensees at a public hearing;
- c. The right to subpoena witnesses and documents, to present evidence and to testify on Licensees' own behalf at a public hearing;
- d. The right to engage in pre-hearing exchange of evidence with the Division, and to review the Division's evidence prior to hearing; and
- e. The right to file exceptions and seek administrative review of an initial decision.

38. By signing this Order, Licensees consent to the terms and conditions described herein and agree to waive the right to judicial review of this Order pursuant to section 24-4-106, C.R.S.

39. Upon execution by all parties, this Order shall have the same force and effect as an order entered after a formal hearing pursuant to sections 24-4-105 and 44-10-901, C.R.S., except that it may not be appealed. Failure to comply with the terms of this Order may be sanctioned by the State Licensing Authority as set forth in the Marijuana Code.

40. Upon execution by all parties, this Order shall represent the entire and final agreement of the parties. In the event that any provision of this Order is deemed unenforceable by a court of competent jurisdiction, or, if challenged, the State Licensing Authority determines that a provision is unproven, such provision shall be severed, unless material to the Order, and the remainder of this Order shall be given full force and effect.

41. This Order shall be binding upon Licensees, individually or through an ownership interest in an entity, and shall inure to the benefit of the parties to this Order and

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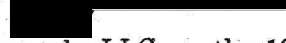
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their respective successors and assigns, and shall be construed in accordance with and governed by the laws of the State of Colorado.

42. All costs and expenses incurred by Licensees to comply with this Order shall be the sole responsibility of the Licensees, and shall not in any way be the obligation of the Division. Costs for which Licensees are exclusively responsible include, but are not limited to, litigation costs, costs incurred by Licensees for any court appointee(s), attorneys' fees, and costs incurred by Licensees for any other professional expenses.
43. Upon approval and order of the State Licensing Authority, this Order shall become a permanent part of the record and shall be open to public inspection and published pursuant to the Division's standard policies and procedures and applicable law.
44. This Order shall be effective on the date this Order is served upon the parties as set forth in the attached Certificate of Service. Should the State Licensing Authority reject the terms hereof, Licensees may withdraw the admissions herein, and engage in renegotiation of the terms, or agree to set this matter for hearing on the Order to Show Cause.
45. This Order may be executed by electronic means (facsimile, e-mail, DocuSign etc.), and any signatures delivered electronically will be deemed to be as valid as an original signature.
46. For the purpose of addressing any future violations of the Order, the Marijuana Code and/or the Marijuana Rules shall hereby include all later adopted codes, rules, or regulations that are in effect at the time of the violation(s).
47. This Order constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and promises related to the allegations, facts, and issues that are the subject of this Order, written or oral between the parties, which modify, interpret, construe or affect this Order. Any other allegations, facts and issues not specifically raised or addressed in this Order have not been considered by the parties and are not made a part of this Order.

SIGNATURE PAGE FOLLOWS

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Tiffany Goldman

<p>Dominique D. Mendiola</p>	<p>Digitally signed by Dominique D. Mendiola Date: 2022.06.15 20:27:54 -06'00'</p>	
<p>Dominique D. Mendiola Senior Director Marijuana Enforcement Division</p> <p>Dated in Electronic Signature Above</p>	<p>Reagan Leane Yeomans Owner License No. M00668</p> <p><u>6/3/2022</u> Date</p>	
 <p>Owner License No. M76212</p> <p><u>6/3/22</u> Date</p>	 <p>Name:  Title:  Futureworks LLC, as the 100% owner of Mayflower Group LLC and Nutritional Elements, LLC</p> <p><u>6/3/2022</u> Date</p>	

ORDERED and APPROVED on the date set forth in the electronic signature below.

Mark
Ferrandino

Digitally signed by Mark
Ferrandino
Date: 2022.06.29
08:49:37 -06'00'

Mark Ferrandino
Executive Director/CEO
Department of Revenue
State Licensing Authority

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Tiffany Goldman

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing **STIPULATION, AGREEMENT AND ORDER** was duly placed in the United States Mail, first class postage pre-paid, and sent via electronic mail on the date set forth in the electronic signature below, addressed as follows:

<p>Mayflower Group LLC Nutritional Elements, LLC Futureworks LLC 191 University Boulevard, Suite 300 Denver, Colorado 80206 E-Mail: [REDACTED]</p>	<p>Kristin Norris Assistant Attorney General Fellow Reed Morgan Assistant Attorney General Colorado Department of Law Ralph L. Carr Colorado Judicial Center 1300 Broadway, 8th Floor Denver, Colorado 80203 E-Mail: Kristin.norris@coag.gov; Reed.Morgan@coag.gov; jade.darnell@coag.gov</p> <p><i>Counsel for Marijuana Enforcement Division</i></p>
<p>Reagan Leane Yeomans [REDACTED] et E-Mail: [REDACTED]</p>	<p>Tiffany Goldman [REDACTED] E-Mail: [REDACTED]</p>
<p>Steven N. Levine Partner Husch Blackwell 1801 Wewatta Street, Suite 1000 Denver, Colorado 80202 E-Mail: [REDACTED]</p> <p><i>Counsel for Respondents</i></p>	

By: Alexandra Prichard
Alexandra Prichard

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Alexandra Prichard
Date: 2022.06.29
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