

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

IN THE MATTER OF	:	
	:	
THOMAS MOULTON,	:	DBR No. 20MM011
	:	
RESPONDENT.	:	

CONSENT AGREEMENT

The Department of Business Regulation through its Office of Cannabis Regulation (“Department”) enters into this Consent Agreement with Thomas Moulton (“Respondent”) to resolve the above-captioned matter pursuant to its authority under R.I. Gen. Laws § 42-35-9(d).

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

1. Respondent resides at [REDACTED], Rhode Island and is not associated with any medical marijuana cultivator, compassion center, patient, caregiver or cooperative license or registration issued in or by the State of Rhode Island.
2. On July 23, 2020, the Rhode Island State Police (“RISP”) executed a search warrant on the westernmost unit at [REDACTED] (“Illegal Grow Location 1”) and found sixty-two (62) marijuana plants, fifty-three (53) seedlings, two and one-half pounds of THC concentrate, six and one-tenth pounds of dried usable marijuana, and narcotic manufacturing equipment, among other paraphernalia. Simultaneously, other members of the RISP executed a search warrant at [REDACTED] (“Illegal Grow Location 2”), and found thirty-nine marijuana seedlings, in addition to multiple firearms, ammunition, methamphetamine, bank slips and assorted paperwork pertaining to marijuana grow operation information and photographs.
3. Furthermore, on July 23, 2020 members of the RISP took a mirandized statement from Respondent wherein Respondent admitted to cultivating marijuana at the Illegal Grow Location 1 for about the past two (2) years, extracting THC and CBD from the marijuana plants he cultivated, and selling the marijuana, THC and CBD he possessed over the same period.
4. On July 23, 2020, Respondent was arrested and charged in District Court Case No. 32-2020-04699 with: Possession with Intent to Deliver Marijuana, Possession with Intent to Deliver Marijuana Butane Hash Oil, Possession with Intent to Deliver Marijuana in Excess of Five (5) Kilograms, Possession of a Schedule II Controlled Substance –

Methamphetamine, and seven different counts of Possession of (various) Firearm(s) while Possessing Controlled Substances with the Intent to Deliver – Crystal Methamphetamine, Marijuana, and Marijuana Butane Oil.

5. On August 24, 2021, Respondent pled nolo contendere to one count of Possession with Intent to Deliver Marijuana – 1st Offense¹, and received four (4) years of probation with the forfeiture of the approximately two thousand dollars (\$2,000.00) and two firearms seized by the RISP on July 23, 2021. All other initial charges were dismissed in consideration for Respondent’s plea.
6. Previously, Respondent was an owner and principal interest holder of a medical marijuana cultivator applicant (and non-residential medical marijuana cultivator applicant)(collectively, the “Applications”) known as *Coastal Aeroponics, LLC*. Coastal Aeroponics’ Applications were denied by the Department (the corresponding appeal was withdrawn in DBR No. 17MM001), after Respondent was arrested and charged in K2-2018-0045B with Possession with Intent to Deliver – Marijuana, Possession of Marijuana in Excess of Five (5) Kilograms, at the Applications’ location. Superior Court Case No. K2-2018-0045B was resolved on March 13, 2020 with a dismissal via Rule 48(a) upon payment of a twenty-five thousand-dollar (\$25,000.00) contribution to the Violent Crimes Indemnity Fund (“VCIF”).
7. Based upon the FOREGOING, the Department has the requisite cause to pursue an administrative action against the Respondent for conducting an activity requiring licensure by the Department without possessing that licensure as authorized by the *Rules and Regulations Related to the Medical Marijuana Program Administered by the Office of Cannabis Regulation at the Department of Business Regulation, 230-RICR-80-05-1* (“Regulation”) § 1.13(D)(1) and R.I. Gen. Laws § 21-28.6-9(e)(1), and for which the levying of administrative fine is authorized by the Regulation § 1.13(C)(2) and R.I. Gen. Laws § 21-28.6-9(e)(1).
8. Respondent now requests resolution of this administrative matter and in so doing requests that the Department consider the Respondent’s limited financial means in its determination of a reasonable administrative fine.

Conditions

9. In an effort to affect a timely and amicable resolution of the issues raised in this Consent Agreement without an administrative hearing, the Department and the Respondent enter into this Consent Agreement solely for the purposes of avoiding the burdens and expenses of litigation. The resolution of this matter is based upon the satisfaction of the following terms, conditions and representations:
 - a. Respondent represents, affirms and agrees that he currently has economic assets in the amount of _____, liabilities in the amount of _____,

¹ Respondent’s plea was a waiver of the information process, and the District Court Case No. 32-2020-04699 was essentially converted to Superior Court Case No. P2-2021-2684AG.

and that as a result of the aforementioned assets and liabilities balance, he cannot pay a reasonable fine in the amount of twenty-thousand dollars (\$20,000.00) for his violations of The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act, R.I. Gen. Laws § 28-28.6-1 *et seq.* (the “Act”) and Regulations heretofore described in ¶¶ 2-5 and 7;

- b. In consideration for Respondent’s inability to pay as represented in ¶ 9(a), Respondent shall pay an administrative penalty for violations of the Act and Regulations heretofore described in ¶¶ 2-5 and 7 in the total amount of five-thousand dollars (\$5,000.00). Respondent shall pay the administrative penalty in five (5) installments, each in the amount of one-thousand dollars (\$1,000.00), made payable to the “Rhode Island General Treasurer.” The first such installment payment shall be delivered to the Office of Cannabis Regulation no later than **January 6, 2023**, and the remaining payments shall be made in each of the successive four (4) years on January 6th, unless other prior arrangements are made and approved by OCR.
 - c. By his signature below, Respondent hereby irrevocably waives, relinquishes and forfeits all rights or protections 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. Respondent acknowledges and agrees that any rights associated with his future status as a medical marijuana patient and/or his future patient registration card, shall now and hereinafter expressly exclude any right or protection for the cultivation of marijuana, 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(1), the Act and the Rules.
10. The parties agree that this Consent Agreement and its terms represent the final determination of this matter.
 11. *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.*
 12. *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.
 13. *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.

Signature Page

For the Department:



Signature

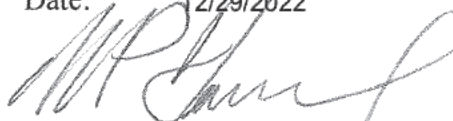
Name: **Matthew Santacroce**
Title: **Interim Deputy Director**
Date: **January 9, 2022**

Respondent:



Signature

Name: **Thomas Moulton**
Title:
Date: **12/29/2022**



Signature

Date:

Counsel for the Respondent