

**STATE OF RHODE ISLAND
CANNABIS OFFICE
560 JEFFERSON BOULEVARD, SUITE 204
WARWICK, RHODE ISLAND 02886**

IN THE MATTER OF:

**BLACKSTONE HERBS AND COFFEE
BAR I, INC, DBA BLACKSTONE COVENTRY**

Respondent.

CCC No.: 25-0021

CONSENT AGREEMENT

Reference is made to the Hemp Growth Act, R.I. Gen. Laws § 2-26-1 *et seq.* (the “Act”), and the Rules and Regulations promulgated thereunder and administered by the Department of Business Regulation, 230-RICR-80-10-1 *et seq.* (the “Regulations”).¹ The Cannabis Office and Blackstone Herbs and Coffee Bar I, a Domestic Profit Corporation doing business as Blackstone Coventry (“Respondent”), hereby consent and agree as follows:

1. On or about September 19, 2024, Respondent submitted to the Department of Business Regulation (“the Department”) an application for a CBD/ Hemp-Derived Consumable License (the “Application”) for the wholesale of medical marijuana hemp-derived consumable CBD products at a licensed cultivation facility located in Coventry, Rhode Island.
2. Respondent’s application stated that Respondent’s authorized representative was Gian Ranucci, and listed the email address of Ranucci as [REDACTED]
3. On or about October 2, 2024, the Department issued to Respondent CBD/ Hemp-Derived Consumable License Number LCR-0105 (the “License”).

¹ Effective May 1, 2025, pursuant to the Memorandum of Understanding between the Department of Business Regulation, the Cannabis Control Commission, and the Cannabis Office, all licensing, regulatory oversight, administrative and enforcement-related work and responsibilities with respect to the Hemp Act have transferred to the Cannabis Office.

4. In December 2024, the Department, through its Office of Cannabis Regulation ("OCR"), published on its website a "Hemp Business Licensing Quick Reference Guide" with the stated purpose of "help[ing] individuals apply for and renew hemp business licenses." Page 13 of the Licensing Guide discusses the "required end of year reporting for hemp businesses," and the procedure for submitting the required end of year reporting to OCR via the State's online Licensing Portal.
5. On February 4, 2025, OCR issued to Respondent a Deficiency and Investigation Notice (the "Notice") via email to the email address provided by Ranucci in the Application. The Notice stated that Respondent had been required to submit its end of year reporting no later than February 3, 2025, which Respondent had failed to do. The Notice further stated that if Respondent did not submit its required end of year reporting by February 17, 2025, Respondent would be subject to "administrative penalties, and/or enforcement action."
6. On February 25, 2025, OCR issued to Respondent a Deficiency Corrective Agreement (the "Agreement") via email to the email address provided by Ranucci. The Agreement stated that Respondent had persisted in its "Failure to submit End of Year Reports." The Agreement further stated that if Respondent did not submit the required end of year reporting within fifteen (15) days of receipt of the Agreement, an administrative penalty in the amount of one hundred dollars (\$100) per day would be imposed for each day the violation persisted.
7. On March 12, 2025, OCR sent Respondent another copy of the February 25 Agreement via email to the email address provided by Ranucci. The cover email from OCR notified Respondent that, since the required end of year reporting had still not been received, OCR was imposing an administrative penalty in the amount of one hundred dollars (\$100) per day, beginning March 12, 2025.
8. On March 26, 2025, OCR sent Respondent another copy of the February 25 Agreement via email to the email address provided by Ranucci. The cover email from OCR notified Respondent that, in order for Respondent's License to remain in good standing, Respondent needed to sign and return the Deficiency Corrective Agreement, submit the required end of year reporting, and pay the administrative penalty.
9. On March 26, 2025, OCR received an email from Bryanna Joseph at the email address provided by Ranucci, i.e. [REDACTED]. The email stated: "Hello, I just went online to look in the portal and I see nowhere that it asked for an end of year report. If someone could please guide me in the direction of any email or anything showing me when the end of the report was due and what website."
10. Later the same day, OCR received another email from Bryanna Joseph at the same email address, which stated, in pertinent part: "[U]nfortunately I did not receive any emails... I just filled out the end of the report."

Applicable Law

11. Section 5(a) of the Hemp Growth Act provides as follows:

The department shall prescribe rules and regulations for the licensing and regulation of hemp growers, handlers, licensed CBD distributors, and licensed CBD retailers and persons employed by the applicant not inconsistent with law, to carry into effect the provision of this chapter and shall be responsible for the enforcement of the licensing.

12. Section 5(b) of the Act provides as follows:

All growers, handlers, licensed CBD distributors, and licensed CBD retailers must have a hemp license issued by the department. All production, distribution, and retail sale of hemp-derived consumable CBD products must be consistent with any applicable state or local food processing and safety regulations, and the applicant shall be responsible to ensure its compliance with the regulations and any applicable food safety licensing requirements, including, but not limited to, those promulgated by the department of health.

13. Section 10(a) of the Act provides as follows:

Notwithstanding any other provision of this chapter, if the director of the department, or his or her designee, has cause to believe that a violation of any provision of this chapter or any regulations promulgated hereunder has occurred by a licensee who or that is under the department's jurisdiction pursuant to this chapter, or that any person or entity is conducting any activities requiring licensure by the department under this chapter or the regulations promulgated hereunder without such licensure, the director, or his or her designee, may, in accordance with the requirements of the administrative procedures act, chapter 35 of title 42:

- (1) Revoke or suspend a license;
- (2) Levy an administrative penalty in an amount established pursuant to regulations promulgated by the department;
- (3) Order the violator to cease and desist such actions;
- (4) Require a licensee or person or entity conducting any activities requiring licensure under this chapter to take such actions as are necessary to comply with this chapter and the regulations promulgated thereunder; or

(5) Any combination of the above penalties.

14. Pursuant to Section 1.13(E) of the Regulations, “The Distributor and Retailer shall submit an end-of-year report, on a form prescribed by DBR, including but not limited to the following information:

1. Annual sales, including but not limited to details of product sold, quantity of each product sold and price per unit sold;
2. Transportation manifests for product identified in § 1.13(D)(1) of this Part, including but not limited to product received and delivered; and
3. Copies of certificates of analyses showing the industrial hemp and/or hemp products obtained does not exceed the maximum concentration of THC as set forth in the Act, as applicable.
4. A list of venues, festivals, and/or other physical locations other than the licensed location where certified hemp-derived products were sold during the previous license year.

15. In December 2024, OCR published on its website a “Hemp Business Licensing Quick Reference Guide” with the stated purpose of “help[ing] individuals apply for and renew hemp business licenses.” Page 13 of the Licensing Guide discusses the “required end of year reporting for hemp businesses,” and the procedure for submitting the required end of year reporting to OCR via the State’s online Licensing Portal.

Terms and Conditions

16. Based upon the foregoing, it is the Cannabis Office’s position that Respondent violated the Hemp Growth Act and Regulations by failing to comply with the end of year reporting requirements.

17. In an effort to affect a timely and amicable resolution of the issues raised in this Consent Agreement without an administrative hearing, the Cannabis Office and the Respondent enter into this Consent Agreement solely for the purpose of avoiding the burdens and expenses of litigation. Based upon Respondent’s representations and agreements set forth herein, the Cannabis Office agrees to abstain from pursuing further enforcement action(s) surrounding the issues set forth above, subject to satisfaction of the following terms and conditions set forth in this Paragraph:

- a. Respondent acknowledges and agrees that if the Cannabis Office presented its factual allegations as set forth in this Consent Agreement at a hearing on the matter without proof to the contrary, the Cannabis Office would have demonstrated sufficient evidence to overcome its burden of proof to demonstrate a violation of the Acts and/or Regulations.

b. Respondent agrees that from and after the date hereof, Respondent shall comply with the Act and Regulations, including § 1.13 of the Regulations, which sets forth the reporting requirements. Respondent agrees that from and after the date hereof, Respondent shall annually submit all required end of year reporting to the Cannabis Office on time, by the last day of the year.

c. Pursuant to § 1.15(B) of the Regulations, upon execution of this Consent Agreement, Respondent shall remit to the Cannabis Office an administrative penalty in the amount of one thousand four hundred dollars (\$1,400), payable to the "General Treasurer, State of Rhode Island."

18. Respondent agrees and acknowledges that it expressly selected resolution of this matter by Consent Agreement, rather than proceeding through the administrative hearing process beginning with the issuance of an Order to Show Cause.

19. *Final Determination.* The parties agree that this Consent Agreement and its terms represent the final determination of this matter.


20. *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.*

21. *Enforcement.* If Respondent fails to comply with any term or condition of this Consent Agreement within any applicable time period set forth herein, Respondent will be in violation hereunder and the Cannabis Office shall be entitled to immediately take enforcement or other action in accordance with applicable law.

22. *Compliance; Laws.* Compliance with the terms of this Consent Agreement does not relieve Respondent of any obligation to comply with other applicable laws or regulations administered by or through the Cannabis Office or any other governmental agency.

[SIGNATURES ON NEXT PAGE]

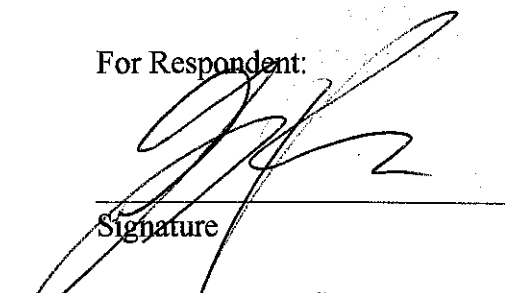
For the Cannabis Office:



Michelle Reddish, Administrator

6/23/25
Date

For Respondent:



Signature
Bryanne Joseph
Printed name

owner
Title

Date: 6-5-25