

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

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DEPARTMENT OF HEALTH  
2019 APR 19 PM 4:50  
OFFICE OF THE CLERK

PERKINS NURSERY, INC.

Petitioner,

v.

DOAH Case No.: 18-4473  
DOH Case No.: 2018-0174

DEPARTMENT OF HEALTH,

Respondent,


**FINAL ORDER**

This matter comes before the Department for consideration of a Joint Settlement Agreement and Petitioner Perkins Nursery, Inc.'s voluntary dismissal. On August 2, 2018, Petitioner filed a petition seeking licensure as a medical marijuana treatment center. The petition was referred to the Division of Administrative Hearings on August 24, 2018. On October 18, 2018, Administrative Law Judge G. W. Chisenhall issued an order relinquishing jurisdiction to the Department of Health. On April 16, 2019, the parties entered into a Joint Settlement Agreement, which is attached as Exhibit A to this Final Order and incorporated by reference. On April 17, 2019, Petitioner filed a voluntary dismissal with prejudice. The Department has issued a letter, which is attached Exhibit B and incorporated by reference, licensing Perkins Nursery, Inc. as a medical marijuana treatment center.

Based on the foregoing, the Petition is hereby dismissed with prejudice. This matter is closed.

DONE AND ORDERED in Tallahassee, Leon County, Florida this 19 day of April

2019.

By:   
Michele Tallent  
Deputy Secretary for Operations  
Florida Department of Health

**NOTICE OF RIGHT TO JUDICIAL REVIEW**

**A PARTY ADVERSELY AFFECTED BY THIS ORDER IS ENTITLED TO JUDICIAL REVIEW PURSUANT TO SECTION 120.68, FLORIDA STATUTES. REVIEW PROCEEDINGS ARE GOVERNED BY THE FLORIDA RULES OF APPELLATE PROCEDURE. A REVIEW PROCEEDING IS INITIATED BY FILING A NOTICE OF APPEAL WITH THE CLERK OF THE DEPARTMENT OF HEALTH AND A COPY ACCOMPANIED BY THE FILING FEE WITH THE DISTRICT COURT OF APPEAL IN THE APPELLATE DISTRICT WHERE THE PARTY RESIDES OR IN THE FIRST DISTRICT COURT OF APPEAL. THE NOTICE OF APPEAL MUST BE FILED WITHIN 30 DAYS OF THE FILING DATE OF THIS ORDER.**

Copies furnished to:

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing Order has been sent by electronic mail, regular U.S. mail, and/or by inter-office mail to each of the above-named persons this 19<sup>th</sup> day of April 2019.

  
\_\_\_\_\_  
Agency Clerk  
Department of Health  
4052 Bald Cypress Way, BIN A-02  
Tallahassee, Florida 32399-1703

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

SPRING OAKS GREENHOUSES, INC.,  
REDLAND NURSERY, INC., DEWAR  
NURSERIES, INC., TREE KING-TREE  
FARM, INC., PERKINS NURSERY, INC.,  
BILL'S NURSERY, INC., DELEON'S  
BROMELIADS, INC., and HART'S PLANT  
NURSERY, INC.

Petitioner,

vs.

FLORIDA DEPARTMENT OF HEALTH,  
an executive branch agency of  
the State of Florida,

Respondent.

DOH Case Nos.	2018-0172
	2018-0173
	2018-0174
	2018-0188
	2018-0190
	2018-0197
	2019-0047
	2019-0076

**JOINT SETTLEMENT AGREEMENT**

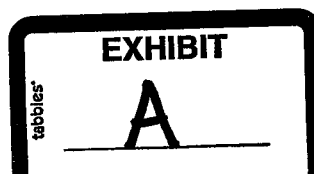
THIS SETTLEMENT AGREEMENT (the "Agreement") is entered into this 16<sup>th</sup> day of April, 2019, by and between Petitioner Spring Oaks Greenhouses, Inc. ("Spring Oaks"), Redland Nursery, Inc. ("Redland"), Dewar Nurseries, Inc. ("Dewar"), Tree King-Tree Farm, Inc. ("Tree King"), Perkins Nursery, Inc. ("Perkins"), Bill's Nursery, Inc. ("Bill's"), DeLeon's Bromeliads, Inc. ("DeLeon's"), Hart's Plant Nursery, Inc. ("Hart's") (individually the "Petitioner" or collectively the "Petitioners"), and Respondent, State of Florida Department of Health ("Department" or "DOH")(each a "Party" and together, the "Parties").

**PREMISES**

WHEREAS, Spring Oaks timely filed with the Department its application to become a Dispensing Organization in the Central Region of Florida pursuant to section 381.986, Florida Statutes (2015);

WHEREAS, the Department reviewed, evaluated, and scored Spring Oaks' application along with other applicants in the Central Region;

WHEREAS, Spring Oaks did not receive the highest score in the Central Region and the Department denied Spring Oaks' application;



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WHEREAS, Redland timely filed with the Department its application to become a Dispensing Organization in the Central and the Southeast Regions of Florida pursuant to section 381.986, Florida Statutes (2015);

WHEREAS, the Department reviewed, evaluated, and scored Redland's applications along with other applicants in the Central and Southeast Regions;

WHEREAS, Redland did not receive the highest score in the Central or Southeast Regions and the Department denied Redland's applications;

WHEREAS, Dewar timely filed with the Department its application to become a Dispensing Organization in the Central Region of Florida pursuant to section 381.986, Florida Statutes (2015);

WHEREAS, the Department reviewed, evaluated, and scored Dewar's application along with other applicants in the Central Region;

WHEREAS, Dewar did not receive the highest score in the Central Region and the Department denied Dewar's application;

WHEREAS, Tree King timely filed with the Department its application to become a Dispensing Organization in the Northwest Region of Florida pursuant to section 381.986, Florida Statutes (2015);

WHEREAS, the Department reviewed, evaluated, and scored Tree King's application along with other applicants in the Northwest Region;

WHEREAS, Tree King did not receive the highest score in the Northwest Region and the Department denied Tree King's application;

WHEREAS, Perkins timely filed with the Department its application to become a Dispensing Organization in the Southwest Region of Florida pursuant to section 381.986, Florida Statutes (2015);

WHEREAS, the Department reviewed, evaluated, and scored Perkins' application along with other applicants in the Southwest Region;

WHEREAS, Perkins did not receive the highest score in the Southwest Region and the Department denied Perkins' application;

WHEREAS, Bill's timely filed with the Department its application to become a Dispensing Organization in the Northeast and Southeast Regions of Florida pursuant to section 381.986, Florida Statutes (2015);

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WHEREAS, the Department reviewed, evaluated, and scored Bill's application along with other applicants in the Northeast and Southeast Regions;

WHEREAS, Bill's did not receive the highest score in the Northeast or Southeast Regions and the Department denied Bill's applications;

WHEREAS, DeLeon's timely filed with the Department its application to become a Dispensing Organization in the Central Region of Florida pursuant to section 381.986, Florida Statutes (2015);

WHEREAS, the Department reviewed, evaluated, and scored DeLeon's application along with other applicants in the Central Region;

WHEREAS, DeLeon's did not receive the highest score in the Central Region and the Department denied DeLeon's application;

WHEREAS, Hart's timely filed with the Department its application to become a Dispensing Organization in the Northeast and Northwest Regions of Florida pursuant to section 381.986, Florida Statutes (2015);

WHEREAS, the Department reviewed, evaluated, and scored Hart's application along with other applicants in the Northeast and Northwest Regions;

WHEREAS, Hart's did not receive the highest score in the Northeast or Northwest Region and the Department denied Hart's application;

WHEREAS, the Florida Legislature enacted Senate Bill 8-A ("SB 8-A") on June 9, 2017, to implement Section 29, Article X of the Florida Constitution;

WHEREAS, SB 8-A amended section 381.986, Florida Statutes, in relevant part, to require the Department to issue medical marijuana treatment center licenses to certain applicants who were denied a license under the previous statutory scheme;

WHEREAS, the Governor of Florida signed SB 8-A into law on June 23, 2017;

WHEREAS, Spring Oaks requested a license pursuant to SB 8-A, which the Department denied on July 27, 2018;

WHEREAS, on July 30, 2018, Spring Oaks filed a Petition for Formal Administrative Hearing and Determination Regarding Unadopted Rule (DOAH Case No. 18-4471) challenging: (i) the Department's denial of Spring Oaks' request for a license pursuant to SB 8-A and (ii) the Department's alleged reliance on certain statements alleged to be unadopted rules (collectively, the "Spring Oaks Challenge");

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WHEREAS, Redland requested a license pursuant to SB 8-A, which the Department denied on March 5, 2019;

WHEREAS, on March 8, 2019, Redland filed a Petition for Formal Administrative Hearing challenging: (i) the Department's denial of Redland's request for a license pursuant to SB 8-A and (ii) the Department's alleged reliance on certain statements alleged to be unadopted rules (collectively, the "Redland Challenge");<sup>1</sup>

WHEREAS, Dewar requested a license pursuant to SB 8-A, which the Department denied on July 26, 2018;

WHEREAS, on August 15, 2018, Dewar filed a Petition for Formal Administrative Hearing and Administrative Determination Regarding Unadopted Rules (DOAH Case No. 18-4463) challenging: (i) the Department's denial of Dewar's request for a license pursuant to SB 8-A and (ii) the Department's alleged reliance on certain statements alleged to be unadopted rules (collectively, the "Dewar Challenge");

WHEREAS, Tree King requested a license pursuant to SB 8-A, which the Department denied on July 31, 2018;

WHEREAS, on August 21, 2018, Tree King filed a Petition for Formal Administrative Hearing and Administrative Determination Regarding Unadopted Rule (DOAH Case No. 18-4472) challenging: (i) the Department's denial of Tree King's request for a license pursuant to SB 8-A and (ii) the Department's alleged reliance on certain statements alleged to be unadopted rules (collectively, the "Tree King Challenge");

WHEREAS, Perkins requested a license pursuant to SB 8-A, which the Department denied on July 13, 2018;

WHEREAS, on August 2, 2018, Perkins filed a Petition for Formal Administrative Hearing (DOAH Case No. 18-4473) challenging: (i) the Department's denial of Perkins' request for a license pursuant to SB 8-A and (ii) the Department's alleged reliance on certain statements alleged to be unadopted rules (collectively, the "Perkins Challenge");

WHEREAS, Bill's requested a license pursuant to SB 8-A, which the Department denied on July 13, 2018;

WHEREAS, on August 1, 2018, Bill's filed a Petition for Administrative Hearing (DOAH Case No. 18-4474) challenging: (i) the Department's denial of Bill's request for a license pursuant to SB 8-A and (ii) the Department's alleged reliance on certain statements alleged to be unadopted rules (collectively, the "Bill's Challenge");

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<sup>1</sup> The Department has not referred the Redland Challenge to the Division of Administrative Hearings for a case number assignment.

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WHEREAS, DeLeon's requested a license pursuant to SB 8-A;

WHEREAS, on August 31, 2018, DeLeon's filed a Petition for Formal Administrative Hearing (DOAH Case No. 18-4698) challenging: (i) the Department's anticipated denial of DeLeon's request for a license pursuant to SB 8-A and (ii) the Department's alleged reliance on certain statements alleged to be unadopted rules (collectively, the "DeLeon Challenge");

WHEREAS, Hart's requested a license pursuant to SB 8-A, which the Department denied on March 28, 2019;

WHEREAS, on March 28, 2019, Hart's filed a Petition for Administrative Hearing challenging: (i) the Department's denial of Hart's request for a license pursuant to SB 8-A and (ii) the Department's alleged reliance on certain statements alleged to be unadopted rules (collectively, the "Hart's Challenge");<sup>2</sup>

WHEREAS, the Petitioners intend to provide enhanced patient access by locating a percentage of dispensaries within impoverished communities and rural areas that have been adversely affected by extraordinary economic events or natural disasters;

WHEREAS, the Petitioners intend to impose owner, manager, and employee background screening requirements more stringent than required under existing Florida law;

WHEREAS, the Petitioners will adopt security and anti-diversion policies that are more stringent than required under existing Florida law, including applying security standards to each dispensary that are comparable to 12 C.F.R. 326.3 (2018);

WHEREAS, the Parties desire to resolve the disputes between them and therefore intend to enter into this Agreement to approve the Petitioners to serve as medical marijuana treatment centers under applicable laws; agree that the Petitioners have a colorable claim alleging that they qualify as medical marijuana treatment centers under section 381.986(8)(a), Florida Statutes (2018); and agree that the Department shall license each of the Petitioners as medical marijuana treatment centers.

NOW THEREFORE, in consideration of the mutual promises of the Parties, the sufficiency of which is acknowledged, the Parties agree as follows:

1. The Premises above are hereby incorporated into this Agreement, as if fully set forth herein.
2. The Parties intend and do hereby agree as follows:

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<sup>2</sup>The Department has not referred the Hart's Challenge to the Division of Administrative Hearings for a case number assignment.



(a) The Petitioners certify via separate affidavit, attached as exhibits herein, to the Department that each individually:

- (i) Meets the requirements under current law to be licensed as a medical marijuana treatment center;
  - (ii) Has the existing infrastructure and technological ability to begin cultivating within thirty (30) days after licensure as a medical marijuana treatment center; and
  - (iii) Will ensure that, in addition to the background screening requirements imposed by section 381.986, Florida Statutes, no owner, manager or employee has an arrest awaiting final disposition for, has been found guilty of, regardless of adjudication, or has entered a plea of nolo contendere or guilty to an offense which is a felony or crime punishable by imprisonment for more than one year in this state or any other jurisdiction.
- (b) Within 2 business days of execution of this Agreement, each Petitioner must file a voluntarily dismissal with prejudice of their respective petitions. Within ten business days after voluntary dismissal by all parties, the Department will enter a Final Order in the Spring Oaks Challenge, Redland Challenge, Dewar Challenge, Tree King Challenge, Perkins Challenge, Bill's Challenge, DeLeon's Challenge, and Hart's Challenge (collectively the "License Proceedings"): (1) adopting and incorporating this Agreement and (2) licensing each of the Petitioners as a medical marijuana treatment center. Each Petitioner stipulate to entry of such Final Orders and waives any right to appeal such Final Order. The Final Order will be consistent with the terms and obligations of this Agreement.
- (c) The Parties will each bear their own costs, expenses, and attorneys' fees relating in any way with the License Proceedings, any litigation associated with those proceedings, and this Agreement.
- (d) Within ten (10) calendar days after the Department licenses the Petitioners as medical marijuana treatment centers, each Petitioner will:
- (i) post a \$5 million performance bond issued by an authorized surety insurance company rated in one of the three highest rating categories by a nationally recognized rating service; or
  - (ii) provide an irrevocable letter of credit of \$5 million payable to the Department; or
  - (iii) provide \$5 million cash to the Department.

The Parties agree that the failure of any Petitioner to timely post the bond or provide a letter of credit will result in the revocation of such Petitioner's license.

- (e) Within ten (10) calendar days after the Department licenses each of the Petitioners as a medical marijuana treatment center, each Petitioner will submit a variance to its filed application in accordance with section 381.986(8)(e), Florida Statutes (2018), with a written plan to:
- (i) locate at least 10 percent of dispensing facilities within: (1) zip codes that are 50 percent below the state median income level, or (2) rural areas of opportunity as defined by section 288.0656(2)(d), Florida Statutes (2018), no later than one year after receiving dispensing authorization;
  - (ii) adopt security standards for each dispensary that are comparable to 12 C.F.R. 326.3 (2018);
  - (iii) counsel all patients on the safe storage of, and non-sharing of medical marijuana;
  - (iv) counsel all patients on taking medical marijuana as instructed, including providing patients with definitions of diversion and misuse with examples;
  - (v) require all cultivation and processing employees to wear pocketless coveralls over their clothes while in the cultivation and processing facilities;
  - (vi) contract with a third party entity to conduct annual audits of its SOPs regarding the transfer and tracking of medical marijuana, and to report the audit results to the Department within 30 days of each audits completion;
  - (vii) designate a chief audit officer responsible for anti-diversion compliance;
  - (viii) allow only authorized employees to order medical marijuana from the Petitioner's storage or processing facilities for transfer to the dispensing facilities;
  - (ix) require at least two dispensing facility employees to receive any shipment of medical marijuana from a storage or processing facility;

- (x) conduct monthly physical audits of all medical marijuana inventory in each dispensing facility;
- (xi) require dispensing facility employees to inspect product packaging for integrity when inventoried and before dispensing; and
- (xii) secure any waste container in a dispensing facility that contains usable medical marijuana to prevent tampering.
- (xiii) upon request, promptly provide reasonable assistance to law enforcement investigations of potential diversion and/ or suspicious circumstances involving Petitioner's medical marijuana, subject to and without waiving any applicable privilege objections.

3. Thirty (30) days or less after its licensure as a medical marijuana treatment center, each Petitioner shall request cultivation authorization from the Department. If any Petitioner fails to request cultivation authority within 30 days or less of licensure, the Petitioner shall be given notice by the Department of a 10 calendar days cure period. After having been provided notice, if Petitioner does not timely cure its failure to request cultivation authorization, the Department will proceed with license revocation procedures. The Petitioners will at all times maintain compliance with all applicable laws, rules, and regulations.

4. This Agreement constitutes the entire Agreement between the Parties with regard to the License Proceedings and the award of licenses to the Petitioners to become a medical marijuana treatment centers. The parties intend that this Agreement be binding and enforceable.

5. Any action arising from or relating to the Agreement will be litigated exclusively in the Leon County, Florida, Circuit Court. The Parties submit to the personal jurisdiction of that court; waive any objection to the convenience of that forum; and agree that such court will constitute the exclusive and mandatory venue and jurisdiction. The Parties expressly waive any right to trial by jury.

6. This Agreement shall inure to the benefit of and be binding upon each Party, including each Party's successors, assigns, Agency head, and administrators, and shall be enforceable against them. This Agreement is not assignable or delegable.

7. This Agreement, including any exhibits, constitutes the entire agreement between the Parties concerning all matters that could have been raised in the License Proceedings and associated litigation. This Agreement supersedes any prior discussions, agreements, or understandings between the Parties. There are no promises, representations, or agreements between the Parties other than as set forth herein.

8. The Petitioners understand and agree that their respective dismissals with prejudice are final and are not affected by possible challenges to this Agreement. The Petitioners expressly

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waive their right to: (1) any proceedings pursuant to chapter 120, Florida Statutes (2018); (2) any making of findings of fact and conclusions of law by the Department; and (3) all further and other proceedings, whether administrative or judicial, to which the Petitioners may have been or may be otherwise entitled any law or rules, relating to the License Proceedings. However, if any person files an action or proceeding that attempts to challenge or contest the validity of this Agreement or the validity of any final order(s) adopting this Agreement, the Petitioners each must intervene in any such proceeding to defend the validity of this Agreement and the final order(s).

9. This Agreement is and shall be deemed jointly drafted and written by the Parties and shall not be construed or interpreted for or against any Party as the author.

10. The Agreement represents the compromise of disputed claims by and between the Parties. Neither the execution nor performance of the Agreement nor any of its terms or provisions will be deemed a presumption, concession, or admission of any fact, liability, fault, or wrongdoing of any kind by any Party relating to license applications, the License Proceedings, or any other matter.

11. The Parties do not intend to and do not create or convey any rights enforceable by any third persons not a party to this Agreement.

12. This Agreement shall be in full force and effect upon execution by each of the respective Parties' authorized signatories, and effective on the date of the last or final signature.

13. This Agreement may be executed in counterparts.

14. No modification or waiver of any provision of this Agreement shall be valid unless a written amendment to the Agreement is completed and properly executed by the parties.

15. The Petitioners fully understand that if the facts relating to the Licensure Proceedings and this Agreement, including those contained in the Recitals, are later found to be different from the facts they now believe to be true, they expressly accept and assume the risk of any differences, regardless of any reason for such differences, and agree that the Agreement will remain in effect and not be subject to termination or rescission because of such differences

16. The terms of the Agreement are divisible. If any provision, term, portion, or language of the Agreement contravenes or is rendered unenforceable by any constitution, statute, rule, judicial or administrative decision, regulation, or other law, all remaining provisions, terms, portions, and language will remain in full force and effect.

17. The Parties individually represent and warrant that (i) the Parties are represented by separate and independent counsel relating to the license applications, the License Proceedings, and the Agreement; (ii) the Parties and their respective counsel have reviewed the Agreement and all matters contemplated within it; (iii) the Parties have been advised fully by their respective counsel concerning the Parties' respective rights and duties; and (iv) the Parties are aware that the Agreement releases both known and unknown claims and rights.

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SPRING OAKS GREENHOUSES, INC.

By: \_\_\_\_\_

Title: Owner/President  
Date: 4/10/19

REDLAND NURSERY, INC.

By: \_\_\_\_\_

Title: Owner/President  
Date: \_\_\_\_\_

TREE KING-TREE FARM, INC.

By: \_\_\_\_\_

Title: Owner/President  
Date: \_\_\_\_\_

BILL'S NURSERY, INC.

By: \_\_\_\_\_

Title: Owner/President  
Date: \_\_\_\_\_

HART'S PLANT NURSERY, INC.

By: \_\_\_\_\_

Title:  
Date: \_\_\_\_\_

FLORIDA DEPARTMENT OF HEALTH

By: \_\_\_\_\_

Title:  
Date: \_\_\_\_\_

DEWAR NURSERIES, INC.

By: \_\_\_\_\_

Title:  
Date: \_\_\_\_\_

PERKINS NURSERY, INC.

By: \_\_\_\_\_

Title:  
Date: \_\_\_\_\_

DELEON'S BROMELIADS, INC.

By: \_\_\_\_\_

Title:  
Date: \_\_\_\_\_

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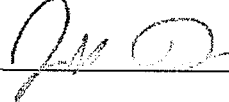
SPRING OAKS GREENHOUSES, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

REDLAND NURSERY, INC.

By:  \_\_\_\_\_

Title: Owner/President

Date: 4/11/19 \_\_\_\_\_

TREE KING-TREE FARM, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

BILL'S NURSERY, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

HART'S PLANT NURSERY, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

FLORIDA DEPARTMENT OF HEALTH

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

DEWAR NURSERIES, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

PERKINS NURSERY, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

DELEON'S BROMELIADS, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

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SPRING OAKS GREENHOUSES, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

REDLAND NURSERY, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

TREE KING-TREE FARM, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

BILL'S NURSERY, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

HART'S PLANT NURSERY, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

FLORIDA DEPARTMENT OF HEALTH

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

DEWAR NURSERIES, INC.

By:  \_\_\_\_\_

Title: Attorney & Authorized Signatory

Date: April 11, 2019

PERKINS NURSERY, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

DELEON'S BROMELIADS, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Joint Settlement Agreement  
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2018-0188, 2018-0190, 2018-0197,  
2019-0047, 2019-0076

their respective counsel concerning the Parties' respective rights and duties; and (iv) the Parties are aware that the Agreement releases both known and unknown claims and rights.

SPRING OAKS GREENHOUSES, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

REDLAND NURSERY, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

TREE KING-TREE FARM, INC.

By: Shannon Rose

Title: Owner/President

Date: 4-11-2019

BILL'S NURSERY, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

HART'S PLANT NURSERY, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

FLORIDA DEPARTMENT OF HEALTH

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

DEWAR NURSERIES, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

PERKINS NURSERY, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

DELEON'S BROMELIADS, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_



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SPRING OAKS GREENHOUSES, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

REDLAND NURSERY, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

TREE KING-TREE FARM, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

BILL'S NURSERY, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

HART'S PLANT NURSERY, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FLORIDA DEPARTMENT OF HEALTH

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DEWAR NURSERIES, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PERKINS NURSERY, INC.

By: 

Title: Attorney

Date: 4/11/19

DELEON'S BROMELIADS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Joint Settlement Agreement  
2018-0172, 2018-0173, 2018-0174,  
2018-0188, 2018-0190, 2018-0197,  
2019-0047, 2019-0076

SPRING OAKS GREENHOUSES, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

REDLAND NURSERY, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

TREE KING-TREE FARM, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

BILL'S NURSERY, INC.

By:  \_\_\_\_\_

Title: ~~Owner/President~~ **Counsel**

Date: 4/11/19 \_\_\_\_\_

HART'S PLANT NURSERY, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

FLORIDA DEPARTMENT OF HEALTH

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

DEWAR NURSERIES, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

PERKINS NURSERY, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

DELEON'S BROMELIADS, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Joint Settlement Agreement  
2018-0172, 2018-0173, 2018-0174,  
2018-0188, 2018-0190, 2018-0197,  
2019-0047, 2019-0076

their respective counsel concerning the Parties' respective rights and duties; and (iv) the Parties are aware that the Agreement releases both known and unknown claims and rights.

SPRING OAKS GREENHOUSES, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

REDLAND NURSERY, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

TREE KING-TREE FARM, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

BILL'S NURSERY, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

HART'S PLANT NURSERY, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

FLORIDA DEPARTMENT OF HEALTH

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

DEWAR NURSERIES, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

PERKINS NURSERY, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

DELEON'S BROMELIADS, INC.

By: *Robert DeLeon*

Title: *owner/ president*

Date: *4/12/2019*

Joint Settlement Agreement  
2018-0172, 2018-0173, 2018-0174,  
2018-0188, 2018-0190, 2018-0197,  
2019-0047, 2019-0076

SPRING OAKS GREENHOUSES, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

REDLAND NURSERY, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

TREE KING-TREE FARM, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

BILL'S NURSERY, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

HART'S PLANT NURSERY, INC

By: \_\_\_\_\_

Title: *MANAGER*

Date: *4/11/19*

FLORIDA DEPARTMENT OF HEALTH

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

DEWAR NURSERIES, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

PERKINS NURSERY, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

DELEON'S BROMELIADS, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Joint Settlement Agreement  
2018-0172, 2018-0173, 2018-0174,  
2018-0188, 2018-0190, 2018-0197,  
2019-0047, 2019-0076

SPRING OAKS GREENHOUSES, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

REDLAND NURSERY, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

TREE KING-TREE FARM, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

BILL'S NURSERY, INC.

By: \_\_\_\_\_

Title: Owner/President

Date: \_\_\_\_\_

HART'S PLANT NURSERY, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

FLORIDA DEPARTMENT OF HEALTH

By:  \_\_\_\_\_

Title: Director, OMMC

Date: 4/16/19 \_\_\_\_\_

DEWAR NURSERIES, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

PERKINS NURSERY, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

DELEON'S BROMELIADS, INC.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

**SPRING OAKS GREENHOUSES, INC.,  
REDLAND NURSERY, INC., DEWAR  
NURSERIES, INC., TREE KING-TREE  
FARM, INC., PERKINS NURSERY, INC.,  
BILL'S NURSERY, INC., DELEON'S  
BROMELIADS, INC., and HART'S PLANT  
NURSERY, INC.**

**Petitioner,**

vs.

**FLORIDA DEPARTMENT OF HEALTH,  
an executive branch agency of  
the State of Florida.**

**Respondent.**

DOH Case Nos.      2018-0172  
                                 2018-0173  
                                 2018-0174  
                                 2018-0188  
                                 2018-0190  
                                 2018-0197  
                                 2019-0047  
                                 2019-0076

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**AFFIDAVIT OF STANLEY W. HARRIS ON BEHALF OF  
SPRING OAKS GREENHOUSES, INC.**

**BEFORE ME**, the undersigned authority, this day personally appeared Stanley W. Harris, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I am the President of Spring Oaks Greenhouses, Inc., whose principal office is located at 17323 Lake Street, Umatilla, Florida 32784.
3. I am authorized to submit this affidavit on behalf of Spring Oaks Greenhouses, Inc.
4. On behalf of Spring Oaks Greenhouses, Inc., I hereby certify that Spring Oaks Greenhouses, Inc.:



- (i) Meets the requirements under current law to be licensed as a medical marijuana treatment center;
- (ii) Has the existing infrastructure and technological ability to begin cultivating within thirty (30) days after licensure as a medical marijuana treatment center; and
- (iii) Will ensure that, in addition to the background screening requirements imposed by section 381.986, Florida Statutes, no owner, manager or employee has an arrest awaiting final disposition for, has been found guilty of, regardless of adjudication, or has entered a plea of nolo contendere or guilty to an offense which is a felony or crime punishable by imprisonment for more than one year in this state or any other jurisdiction.

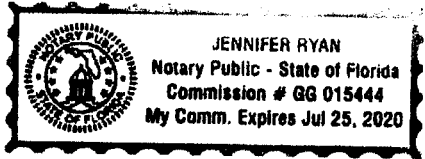
5. I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct. Executed on this 12 day of April, 2019.

Stanley W. Harris  
Stanley W. Harris  
President  
Spring Oaks Greenhouses, Inc.

STATE OF FLORIDA

COUNTY OF CLAY

Sworn to and subscribed before me this 12 day of April, 2019, by Stanley W. Harris who is personally known to me or provided Florida's Drivers License as identification.



Jennifer Ryan  
NOTARY PUBLIC  
[Print, type, or stamp commissioned name of notary or clerk.]

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

**SPRING OAKS GREENHOUSES, INC.,  
REDLAND NURSERY, INC., DEWAR  
NURSERIES, INC., TREE KING-TREE  
FARM, INC., PERKINS NURSERY, INC.,  
BILL'S NURSERY, INC., DELEON'S  
BROMELIADS, INC., and HART'S PLANT  
NURSERY, INC.**

**Petitioner,**

**vs.**

**FLORIDA DEPARTMENT OF HEALTH,  
an executive branch agency of  
the State of Florida,**

**Respondent.**

<b>DOH Case Nos.</b>	<b>2018-0172</b>
	<b>2018-0173</b>
	<b>2018-0174</b>
	<b>2018-0188</b>
	<b>2018-0190</b>
	<b>2018-0197</b>
	<b>2019-0047</b>
	<b>2019-0076</b>

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**AFFIDAVIT OF JEFFREY DEMOTT ON BEHALF OF  
REDLAND NURSERY, INC.**

**BEFORE ME**, the undersigned authority, this day personally appeared Jeffrey DeMott,  
who by me first being duly sworn and deposed says:


1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I am the President of Redland Nursery, Inc., whose principal office is located at 18455 S.W. 264<sup>th</sup> Street, Homestead, Florida 33031.
3. I am authorized to submit this affidavit on behalf of Redland Nursery, Inc.
4. On behalf of Redland Nursery, Inc. I hereby certify that Redland Nursery, Inc.:
  - (i) Meets the requirements under current law to be licensed as a medical marijuana treatment center:





- (ii) Has the existing infrastructure and technological ability to begin cultivating within thirty (30) days after licensure as a medical marijuana treatment center; and
- (iii) Will ensure that, in addition to the background screening requirements imposed by section 381.986, Florida Statutes, no owner, manager or employee has an arrest awaiting final disposition for, has been found guilty of, regardless of adjudication, or has entered a plea of nolo contendere or guilty to an offense which is a felony or crime punishable by imprisonment for more than one year in this state or any other jurisdiction.


5. I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct. Executed on this 12 day of April, 2019.

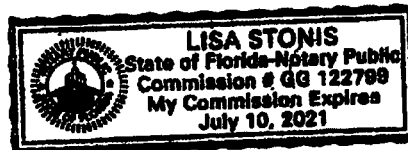
  
\_\_\_\_\_  
Jeffrey DeMott  
President  
Redland Nursery, Inc.

STATE OF FLORIDA

COUNTY OF Miami-Dade

Sworn to and subscribed before me this 12<sup>th</sup> day of April, 2019, by Jeffrey DeMott who is personally known to me or provided personally known as identification.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Lisa Stonis  
\_\_\_\_\_  
[Print, type, or stamp commissioned name of notary or clerk.]



**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

SPRING OAKS GREENHOUSES, INC.,  
REDLAND NURSERY, INC., DEWAR  
NURSERIES, INC., TREE KING-TREE  
FARM, INC., PERKINS NURSERY, INC.,  
BILL'S NURSERY, INC., DELEON'S  
BROMELIADS, INC., and HART'S PLANT  
NURSERY, INC.

Petitioner,

vs.

FLORIDA DEPARTMENT OF HEALTH,  
an executive branch agency of  
the State of Florida,

Respondent.

DOH Case Nos.	2018-0172
	2018-0173
	2018-0174
	2018-0188
	2018-0190
	2018-0197
	2019-0047
	2019-0076

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**AFFIDAVIT OF BILL DEWAR ON BEHALF OF  
DEWAR NURSERIES, INC.**

**BEFORE ME**, the undersigned authority, this day personally appeared William E. Dewar,  
who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I am the President of Dewar Nurseries, Inc., whose principal office is located at 625 West Keene Road, Apopka, Florida 32703.
3. I am authorized to submit this Affidavit on behalf of Dewar Nurseries, Inc.
4. On behalf of Dewar Nurseries, Inc., I hereby certify that Dewar Nurseries, Inc.:
  - (i) Meets the requirements under current law to be licensed as a medical marijuana treatment center;



- (ii) Has the existing infrastructure and technological ability to begin cultivating within thirty (30) days after licensure as a medical marijuana treatment center; and
- (iii) Will ensure that, in addition to the background screening requirements imposed by section 381.986, Florida Statutes, no owner, manager or employee has an arrest awaiting final disposition for, has been found guilty of, regardless of adjudication, or has entered a plea of nolo contendere or guilty to an offense which is a felony or crime punishable by imprisonment for more than one year in this state or any other jurisdiction.

5. I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct. Executed on this 11<sup>th</sup> day of April 2019.

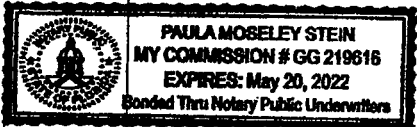
Wm E. Dewar  
 William E. Dewar  
 President  
 Dewar Nurseries, Inc.

STATE OF FLORIDA  
 COUNTY OF LEON Orange

Sworn to and subscribed before me this 11<sup>th</sup> day of April 2019, by William E. Dewar is personally known to me or provided \_\_\_\_\_ as identification.

personally known

Paula Moseley Stein  
 NOTARY PUBLIC  
Paula Moseley Stein  
 [Print, type, or stamp commissioned name of notary or clerk.]



**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

**SPRING OAKS GREENHOUSES, INC.,  
REDLAND NURSERY, INC., DEWAR  
NURSERIES, INC., TREE KING-TREE  
FARM, INC., PERKINS NURSERY, INC.,  
BILL'S NURSERY, INC., DELEON'S  
BROMELIADS, INC., and HART'S PLANT  
NURSERY, INC.**

Petitioner,

vs.

**FLORIDA DEPARTMENT OF HEALTH,  
an executive branch agency of  
the State of Florida,**

Respondent.

DOH Case Nos.	2018-0172
	2018-0173
	2018-0174
	2018-0188
	2018-0190
	2018-0197
	2019-0047
	2019-0076

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**AFFIDAVIT OF SHANNON ROSIER ON BEHALF OF  
TREE KING-TREE FARM, INC.**

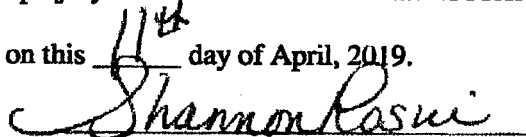
**BEFORE ME**, the undersigned authority, this day personally appeared Shannon Rosier,  
who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I am the President and Chief Executive Officer of Tree King-Tree Farm, Inc., whose principal office is located at 1882 Capital Circle NE, Suite 102, Tallahassee, FL 32308.
3. I am authorized to submit this affidavit on behalf of Tree King-Tree Farm, Inc.
4. On behalf of Tree King-Tree Farm, Inc., I hereby certify that Tree King-Tree Farm, Inc:



- (i) Meets the requirements under current law to be licensed as a medical marijuana treatment center;
- (ii) Has the existing infrastructure and technological ability to begin cultivating within thirty (30) days after licensure as a medical marijuana treatment center; and
- (iii) Will ensure that, in addition to the background screening requirements imposed by section 381.986, Florida Statutes, no owner, manager or employee has an arrest awaiting final disposition for, has been found guilty of, regardless of adjudication, or has entered a plea of nolo contendere or guilty to an offense which is a felony or crime punishable by imprisonment for more than one year in this state or any other jurisdiction.

5. I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct. Executed on this 11<sup>th</sup> day of April, 2019.

  
 Shannon Rosier  
 Chief Executive Officer  
 Tree King-Tree Farm, Inc.

STATE OF FLORIDA  
 COUNTY OF LEON

Sworn to and subscribed before me this 11<sup>th</sup> day of April, 2019, by Shannon Rosier who is personally known to me or provided FLDLA R200-792-74-958 as identification.



  
 NOTARY PUBLIC

[Print, type, or stamp commissioned name of notary or clerk.]

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

**SPRING OAKS GREENHOUSES, INC.,  
REDLAND NURSERY, INC., DEWAR  
NURSERIES, INC., TREE KING-TREE  
FARM, INC., PERKINS NURSERY, INC.,  
BILL'S NURSERY, INC., DELEON'S  
BROMELIADS, INC., and HART'S PLANT  
NURSERY, INC.**

**Petitioners,**

**vs.**

**FLORIDA DEPARTMENT OF HEALTH,  
an executive branch agency of  
the State of Florida,**

**Respondent.**

<b>DOH Case Nos.</b>	<b>2018-0172</b>
	<b>2018-0173</b>
	<b>2018-0174</b>
	<b>2018-0188</b>
	<b>2018-0190</b>
	<b>2018-0197</b>
	<b>2019-0047</b>
	<b>2019-0076</b>

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**AFFIDAVIT OF DANNY PERKINS ON BEHALF OF  
PERKINS NURSERY, INC.**

**BEFORE ME, the undersigned authority, this day personally appeared Danny Perkins,  
who by me first being duly sworn and deposed says:**

- 1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.**
- 2. I am the President of Perkins Nursery, Inc., whose principal office is located at 2575 Case Road, Labelle, FL 33975.**
- 3. I am authorized to submit this affidavit on behalf of Perkins Nursery, Inc.**
- 4. On behalf of Perkins Nursery, Inc., I hereby certify that Perkins Nursery, Inc.:**
  - (i) Meets the requirements under current law to be licensed as a medical marijuana treatment center;**



- (ii) Has the existing infrastructure and technological ability to begin cultivating within thirty (30) days after licensure as a medical marijuana treatment center; and
- (iii) Will ensure that, in addition to the background screening requirements imposed by section 381.986, Florida Statutes, no owner, manager or employee has an arrest awaiting final disposition for, has been found guilty of, regardless of adjudication, or has entered a plea of nolo contendere or guilty to an offense which is a felony or crime punishable by imprisonment for more than one year in this state or any other jurisdiction.

5. I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct. Executed on this 12<sup>th</sup> day of April, 2019.

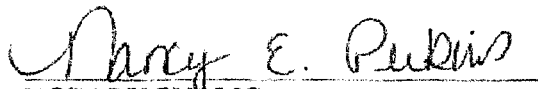


Danny Perkins  
President  
Perkins Nursery, Inc.

STATE OF FLORIDA

COUNTY OF HENDRY

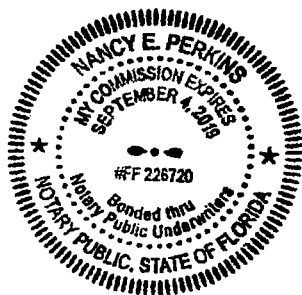
Sworn to and subscribed before me this 12<sup>th</sup> day of April, 2019, by DANNY PERKINS who is personally known to me.



NOTARY PUBLIC

Nancy E. Perkins

[Print, type, or stamp commissioned name of notary or clerk.]



**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

**SPRING OAKS GREENHOUSES, INC.,  
REDLAND NURSERY, INC., DEWAR  
NURSERIES, INC., TREE KING-TREE  
FARM, INC., PERKINS NURSERY, INC.,  
BILL'S NURSERY, INC., DELEON'S  
BROMELIADS, INC., and HART'S PLANT  
NURSERY, INC.**

**Petitioner,**

**vs.**

**FLORIDA DEPARTMENT OF HEALTH,  
an executive branch agency of  
the State of Florida,**

**Respondent.**

<b>DOH Case Nos.</b>	<b>2018-0172</b>
	<b>2018-0173</b>
	<b>2018-0174</b>
	<b>2018-0188</b>
	<b>2018-0190</b>
	<b>2018-0197</b>
	<b>2019-0047</b>
	<b>2019-0076</b>

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**AFFIDAVIT OF STEPHEN T. GARRISON ON BEHALF OF  
BILL'S NURSERY, INC.**

**BEFORE ME**, the undersigned authority, this day personally appeared Stephen T. Garrison, who by me first being duly sworn and deposed says:

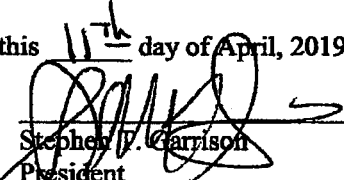
1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I am the President of Bill's Nursery, Inc., whose principal office is located at P.O. Box 900637, Homestead, FL 33090-0637.
3. I am authorized to submit this affidavit on behalf of Bill's Nursery, Inc.
4. On behalf of Bill's Nursery, Inc., I hereby certify that Bill's Nursery, Inc.:
  - (i) Meets the requirements under current law to be licensed as a medical marijuana treatment center;





- (ii) Has the existing infrastructure and technological ability to begin cultivating within thirty (30) days after licensure as a medical marijuana treatment center; and
- (iii) Will ensure that, in addition to the background screening requirements imposed by section 381.986, Florida Statutes, no owner, manager or employee has an arrest awaiting final disposition for, has been found guilty of, regardless of adjudication, or has entered a plea of nolo contendere or guilty to an offense which is a felony or crime punishable by imprisonment for more than one year in this state or any other jurisdiction.

5. I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct. Executed on this 11<sup>th</sup> day of April, 2019.

  
\_\_\_\_\_  
Stephen T. Garrison  
President  
Bill's Nursery, Inc.

STATE OF FLORIDA

COUNTY OF DADE

Sworn to and subscribed before me this 11 day of April, 2019, by Stephen T. Garrison who is personally known to me or provided \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
NOTARY PUBLIC

Christopher Rivera

[Print, type, or stamp commissioned name of notary or clerk.]



**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

SPRING OAKS GREENHOUSES, INC.,  
REDLAND NURSERY, INC., DEWAR  
NURSERIES, INC., TREE KING-TREE  
FARM, INC., PERKINS NURSERY, INC.,  
BILL'S NURSERY, INC., DELEON'S  
BROMELIADS, INC., and HART'S PLANT  
NURSERY, INC.

Petitioners,

vs.

FLORIDA DEPARTMENT OF HEALTH,  
an executive branch agency of  
the State of Florida,

Respondent.

DOH Case Nos.	2018-0172
	2018-0173
	2018-0174
	2018-0188
	2018-0190
	2018-0197
	2019-0047
	2019-0076

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**AFFIDAVIT OF ROBERT DELEON ON BEHALF OF  
DELEON'S BROMELIADS, INC.**

**BEFORE ME**, the undersigned authority, this day personally appeared Robert Deleon,  
who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I am the President of Deleon's Bromeliads, Inc., whose principal office is located at 13745 S. W. 216 Street, Goulds, FL 33170-2401.
3. I am authorized to submit this affidavit on behalf of Deleon's Bromeliads, Inc.
4. On behalf of Deleon's Bromeliads, Inc., I hereby certify that Deleon's Bromeliads, Inc.:



- (i) Meets the requirements under current law to be licensed as a medical marijuana treatment center;
- (ii) Has the existing infrastructure and technological ability to begin cultivating within thirty (30) days after licensure as a medical marijuana treatment center; and
- (iii) Will ensure that, in addition to the background screening requirements imposed by section 381.986, Florida Statutes, no owner, manager or employee has an arrest awaiting final disposition for, has been found guilty of, regardless of adjudication, or has entered a plea of nolo contendere or guilty to an offense which is a felony or crime punishable by imprisonment for more than one year in this state or any other jurisdiction.

5. I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct. Executed on this 12 day of April, 2019.

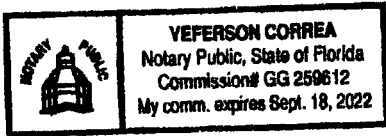


Robert Deleon  
President  
Deleon's Bromeliads, Inc.

STATE OF FLORIDA

COUNTY OF ~~LEON~~ *Lake*

Sworn to and subscribed before me this 12 day of April, 2019, by Robert F. DeLeon who is personally known to me or provided Florida Drivers License as identification.



*[Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC  
*Yeferson Correa*  
\_\_\_\_\_  
[Print, type, or stamp commissioned name  
of notary or clerk.]

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

**SPRING OAKS GREENHOUSES, INC.,  
REDLAND NURSERY, INC., DEWAR  
NURSERIES, INC., TREE KING-TREE  
FARM, INC., PERKINS NURSERY, INC.,  
BILL'S NURSERY, INC., DELEON'S  
BROMELIADS, INC., and HART'S PLANT  
NURSERY, INC.**

**Petitioners,**

<b>DOH Case Nos.</b>	<b>2018-0172</b>
	<b>2018-0173</b>
	<b>2018-0174</b>
	<b>2018-0188</b>
	<b>2018-0190</b>
	<b>2018-0197</b>
	<b>2019-0047</b>
	<b>2019-0076</b>

**vs.**

**FLORIDA DEPARTMENT OF HEALTH,  
an executive branch agency of  
the State of Florida,**

**Respondent.**

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**AFFIDAVIT OF MARK DE SOUZA ON BEHALF OF  
HART'S PLANT NURSERY, INC.**

**BEFORE ME,** the undersigned authority, this day personally appeared Mark De Souza,  
who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters  
contained herein. I have personal knowledge of the matters stated herein.

3. I am authorized to submit this affidavit on behalf of Hart's Plant Nursery, Inc.

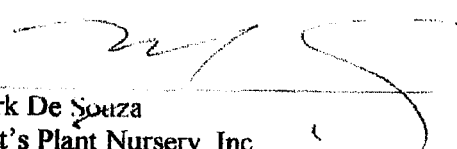
4. On behalf of Hart's Plant Nursery, Inc., I hereby certify that Hart's Plant Nursery,  
Inc.:

- (i) Meets the requirements under current law to be licensed as a medical  
marijuana treatment center;



- (ii) Has the existing infrastructure and technological ability to begin cultivating within thirty (30) days after licensure as a medical marijuana treatment center; and
- (iii) Will ensure that, in addition to the background screening requirements imposed by section 381.986, Florida Statutes, no owner, manager or employee has an arrest awaiting final disposition for, has been found guilty of, regardless of adjudication, or has entered a plea of nolo contendere or guilty to an offense which is a felony or crime punishable by imprisonment for more than one year in this state or any other jurisdiction.

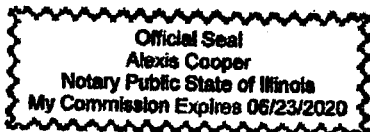
5. I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct. Executed on this 11<sup>th</sup> day of April, 2019.

  
Mark De Souza  
Hart's Plant Nursery, Inc.

STATE OF FLORIDA

COUNTY OF LEON

Sworn to and subscribed before me this 11 day of April, 2019, by Mark De Souza who is personally known to me or provided \_\_\_\_\_ as identification.



  
NOTARY PUBLIC

Alexis Cooper  
[Print, type, or stamp commissioned name of notary or clerk.]

**Mission:**

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



**Ron DeSantis**  
Governor

**Vision:** To be the Healthiest State in the Nation

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April 19, 2019

Dear Perkins Nursery, Inc.,

Enclosed is a copy of the Final Order dated April 19, 2019. Pursuant to the terms of the Final Order, Perkins Nursery, Inc. is licensed as a Medical Marijuana Treatment Center (MMTC). As an MMTC, you must maintain compliance with all applicable requirements of section 381.986, Florida Statutes.

**Bond or Other Security Required:** On or before April 29, 2019, at 5:00 pm (eastern), you must 1) post a \$5 million performance bond issued by an authorized surety insurance company rated in one of the three highest rating categories by a nationally recognized rating service; or (2) provide an irrevocable letter of credit of \$5 million payable to the Department; or (3) provide \$5 million cash to the Department. The bond or other security must be delivered to the Office of Medical Marijuana Use, c/o Florida Department of Health Agency Clerk, 2585 Merchants Row Blvd., Suite 110, Tallahassee, Florida 32399.

**Background Screening:** As required by statute, all owners, officers, board members, managers, and employees must have passed a background screening as required in the settlement agreement attached to your Final Order. You have sworn under oath that all such persons are compliant with the law. On or before April 29, 2019, you must submit a complete list of all Perkins Nursery, Inc.'s owners, officers, board members, managers, and employees as of April 19, 2019, and indicate the date of each individual's most recent compliant background screening pursuant to section 381.986(9), Florida Statutes, and the terms of the settlement agreement attached to your Final Order. If for any reason any such person has not submitted his/her fingerprints, each must go to the Florida Department of Law Enforcement (FDLE) or one of its approved fingerprinting vendors and, at such time, give to FDLE or the FDLE-approved vendor the entity ORI number FL924890Z (DOH – OFFICE OF MEDICAL MARIJUANA USE). The background screening report will be sent directly to the Office of Medical Marijuana Use. All fingerprinting, if not already done, must be accomplished on or before April 29, 2019.

**Ownership Interests Restrictions:** You must submit a fully-diluted capitalization table that lists all share types and the aggregate sum of shares associated to any persons, whether considered owners or investors. The table must list all share types and the aggregate sum of shares associated to any person as of a date no less than 7 calendar days prior to April 19, 2019. This information must be submitted on or before April 29, 2019.

**Cultivation, Processing, and Dispensing:** Pursuant to statute, all MMTCs must cultivate, process, and dispense marijuana for medical use. Based on your sworn statement that you are ready to commence cultivation within 30 days, you must request an inspection from the Department within the required timeframe detailed in the settlement agreement attached to your Final Order. No cultivation is allowed to commence before the Department inspects and approves the facilities and operations.

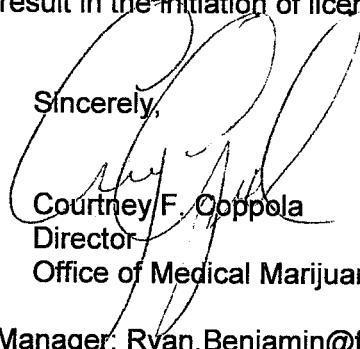


You have also sworn the present ability to comply with the statutory requirement of processing marijuana for medical use. No processing is allowed to commence before the Department inspects and approves the facilities and operations.

Lastly, you have also sworn the present ability to comply with the statutory requirement of dispensing marijuana for medical use. No dispensing is allowed to commence before the Department inspects and approves the facilities and operations.

Failure to comply with any or all of the above will result in the initiation of license revocation proceedings.

Sincerely,



Courtney F. Coppola

Director

Office of Medical Marijuana Use

cc: Ryan Benjamin, Compliance & Licensing Manager; Ryan.Benjamin@flhealth.gov