

DOCKET NO. HHB-CV-24-6088609-S	:	SUPERIOR COURT
	:	
D&B WELLNESS, LLC,	:	J.D. OF NEW BRITAIN
	:	
v.	:	AT NEW BRITAIN
	:	
CONNECTICUT DEPARTMENT OF	:	
CONSUMER PROTECTION, and	:	
COMMISSIONER OF THE	:	
CONNECTICUT DEPARTMENT OF	:	
CONSUMER PROTECTION BRYAN	:	
CAFFERELLI (in his official capacity).	:	MARCH 19, 2026

MOTION FOR ENTRY OF ORDER

The plaintiff D&B Wellness, LLC (“D&B”) and the defendants the Connecticut Department of Consumer Protection (the “Department”) and Bryan Cafferelli, Commissioner of the Connecticut Department of Consumer Protection (the “Defendants”) (collectively, the “Parties”) jointly move for the Court to enter the attached proposed Order to settle and resolve the issues that are the subject of the above-captioned action (the “Action”).

In support of this Stipulation, the Parties represent and agree as follows:

I. STIPULATED FACTS

1. The Responsible and Equitable Regulation of Adult Use Cannabis Act, “RERACA”), and specifically Conn. Gen. Stat. § 21a-420u, permits previously-

licensed medical marijuana dispensaries to convert their license to a hybrid retailer license.

2. The license conversion fee is either \$1,000,000, or, if the dispensary facility has committed to create one equity joint venture, the fee is reduced to \$500,000 (the “License Conversion Fee”). However, during the time period relevant to the Complaint, under Conn. Gen. Stat. § 21a-420u(g), a dispensary facility was required to obtain a final license for such equity joint venture from the Department no later than fourteen months from the date on which the Department approved the facility’s license conversion application.
3. D&B applied to convert its dispensary license to a hybrid retailer license with the intention of creating an equity joint venture, paid the reduced License Conversion Fee of \$500,000, and was approved by the Department on April 19, 2023, triggering the fourteen-month period by which it was required to obtain final licensure for the equity joint venture from the Department.
4. Equity joint ventures must meet all final license criteria now set forth in Conn. Gen. Stat. § 21a-420g(k), and obtain approval of their social equity backer by the Social Equity Council (the “Council”).
5. The Council reviews applications for social equity criteria that are uploaded to the Department’s e-license portal by the applicant and transmitted to the Council by the Department. On December 27, 2023, D&B uploaded an application (“EJV Application 1”) for social equity eligibility through the Department e-license portal and the Department transmitted it to the Council for review.
6. The Council denied EJV Application 1 on or about April 2, 2024.

7. D&B submitted a second application on April 24, 2024, (“EJV Application 2”), which contained additional information on its social equity backer as requested by the Council. Due to an error, however, the original social equity backer application from EJV Application 1 was transmitted to the Council by the Department and was reviewed by the Council at its May 7, 2024, meeting.
8. The Council denied EJV Application 2 for the same reasons it had denied EJV Application 1.
9. The Department rectified its mistake and uploaded the correct social equity backer application; however, the Council again denied the application, this time because of a glitch in the map the Council utilized in determining whether a social equity backer satisfied the residency requirements.
10. The Council eventually approved EJV Application 2 at its August 6, 2024, meeting. However, D&B had not obtained a final license as of June 19, 2024.
11. On June 21, 2024, the Department sent D&B an invoice for \$500,000 because it had not obtained final license approval for its equity joint venture within fourteen months of its conversion approval, pursuant to Conn. Gen. Stat. § 21a-420u(g).
12. The Parties disagree as to whether D&B would have been able to complete all of the requirements for final licensure by June 19, 2024, but for the actions on the part of the Department and the Council summarized herein.

II. **GENERAL PROVISIONS**

1. The Parties attest and acknowledge that this Joint Motion represents a compromise resolution of this case and does not constitute an admission of liability or an admission of violation of any law or procedure.

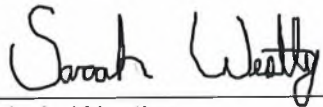
2. The Parties shall hereto each bear their own attorney's fees and costs in connection with this action.
3. Upon the granting of this motion, D&B hereby agrees to release, remise and discharge the Defendants and their respective officers, agents, employees, and representatives from any and all claims, obligations, demands, causes of action, suits, costs, damages, expenses and liabilities of every kind, known or unknown, asserted or unasserted, arising from or relating to the subject matter of the Action that accrued on or before the date of the granting of this motion.
4. Upon the granting of this motion, Defendants hereby agree to release, remise and discharge D&B and all of its predecessors, successors, assigns, and affiliates, including but not limited to CT BGP, LLC; direct and indirect parents and subsidiaries; past and present employees, directors, officers, owners, members, shareholders, agents, attorneys, and representatives, individually and in their official capacity; and any person acting on behalf of or in concert with any of them (the "D&B RELEASEES") from any and all claims, obligations, demands, causes of action, suits, costs, damages, expenses and liabilities of every kind, known or unknown, asserted or unasserted, arising from or related to the subject matter of the Action that accrued on or before the date of the granting of this motion.
5. This Stipulation represents the entirety of the Parties' agreement as to this matter.

NOW WHEREFORE, without any trial or adjudication on any issue of fact or law, the Parties move that the Court enter judgment consistent with the attached order:

- a. The Defendants shall rescind the invoice requiring D&B to pay the additional \$500,000 of the License Conversion Fee.

- b. The Defendants shall not assess or attempt to collect the additional \$500,000 of the License Conversion Fee or any portion thereof from D&B or any of the D&B RELEASEES at any time; and
- c. The Defendants shall not suspend, revoke, or take any other adverse action against D&B or any of the D&B RELEASEES in connection with the License Conversion Fee.

PLAINTIFF
D&B WELLNESS, LLC

By: 
Sarah A. Westby
Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103
Phone: (860) 251-5503
Email: swestby@goodwin.com
Its Attorney

DEFENDANTS
DEPARTMENT OF CONSUMER
PROTECTION
COMMISSIONER BRYAN CAFFERELLI

WILLIAM TONG
ATTORNEY GENERAL

By: 
Jonathan J. Blake
Assistant Attorney General

PROPOSED ORDER

- a. The Defendants shall rescind the invoice requiring D&B to pay the additional \$500,000 of the License Conversion Fee.
- b. The Defendants shall not assess or attempt to collect the additional \$500,000 of the License Conversion Fee or any portion thereof from D&B or any of the D&B RELEASEES at any time.
- c. The Defendants shall not suspend, revoke, or take any other adverse action against D&B or any of the D&B RELEASEES in connection with the License Conversion Fee.

Budzik, J.

CERTIFICATION

This is to certify that a copy of the foregoing has been, or immediately will be, served on the following counsel and self-represented parties of record on March 19, 2026.

Sarah A. Westby
Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103
Phone: (860) 251-5503
Email: swestby@goodwin.com
Its Attorney

Juris No. 426816
Jonathan J. Blake
Assistant Attorney General