

**BEFORE THE CANNABIS COMPLIANCE BOARD
STATE OF NEVADA**

STATE OF NEVADA, CANNABIS
COMPLIANCE BOARD,

Case No. 2022-86

Petitioner,

vs.

THC NEVADA, LLC,

Respondent.

STIPULATION AND ORDER FOR SETTLEMENT OF DISCIPLINARY ACTION

The Cannabis Compliance Board (the "CCB"), by and through its counsel, Aaron D. Ford, Attorney General for the State of Nevada, and L. Kristopher Rath, Esq., Senior Deputy Attorney General, hereby enters into this Stipulation and Order for Settlement of Disciplinary Action ("Stipulation and Order") with Respondent THC Nevada, LLC (hereinafter "THCN" or "Respondent"), by and through its counsel of record, Amy Sugden, Esq. Pursuant to this Stipulation and Order, THCN and CCB (collectively, the "Parties") hereby stipulate and agree that CCB Case No. 2022-86 (the "Administrative Action") shall be fully and finally settled and resolved upon terms and conditions set out herein.

PERTINENT FACTS

1. Respondent is domestic limited liability company registered in the State of Nevada and licensed to operate a medical cannabis cultivation facility with license identification No. C030 and an adult-use cannabis cultivation facility with license identification No. RC030. The Nevada Secretary of State currently lists Allen Puliz as the Manager of this limited liability company.

2. On March 22, 2022, the CCB held a public meeting at which it considered transfer of interest applications ("TOIs") submitted by Respondent. Specifically, CCB considered TOI No. 21038, Amended TOI No. 21038, and TOI No. 2100037. In sum: (1)

1 TOI No. 21038 sought a transfer of the ownership interest from founding member Danny
2 Thomas to GARR Properties, LLC; (2) Amended TOI No. 21038 sought a transfer of
3 Seamus Brennan's ownership interest to Heather Brennan and a transfer of part of Allen
4 Puliz's ownership interest to Nicholas Puliz and Victoria Rahn; and (3) TOI No. 2100037
5 sought a transfer of 100% of THC Nevada's partial ownership in another licensee, THC
6 Production, LLC.

7 3. On presentation of the TOI's set forth in Paragraph 2, above, to the CCB at
8 its March 22, 2022, meeting, CCB staff identified several areas of concern, including the
9 fact that there were failures to timely file and submit payment for multiple sales and use
10 tax, wholesale cannabis tax, and modified business tax returns over several years.

11 4. At the CCB's meeting on March 22, 2022, the CCB unanimously approved the
12 TOI's set forth in Paragraph 2, above, and also referred the issue of the late tax returns
13 and payments back to the CCB staff and the Attorney General's office to further investigate
14 possible disciplinary action, as well as the potential for a settlement agreement to resolve
15 the regulatory violations.

16 5. Subsequently, CCB staff, working with the Attorney General's Office, entered
17 into good faith settlement negotiations with THCN, through its counsel, Amy Sugden, Esq.,
18 to attempt to resolve the violations at issue. The Parties were able to come to a mutually
19 acceptable resolution of this matter which is acceptable to CCB staff and the Attorney
20 General, without the necessity of filing a Complaint for Disciplinary Action. THCN has
21 agreed to waive the filing and service of a CCB Complaint for Disciplinary Action
22 ("Complaint"), and the Parties understand and agree that this Stipulation and Order must
23 be approved by majority vote of the members of the CCB to become effective.

24 6. As set forth herein, Respondent stipulates to pay a \$5,000 civil penalty for
25 four violations of NCCR 4.060(1)(a)(1) for failing to timely submit monthly tax reports and
26 payments and to accept a warning from CCB pursuant to NCCR 4.060(2)(a)(1), in lieu of
27 the CCB filing and serving a Complaint and proceeding to a disciplinary hearing.
28

ACKNOWLEDGEMENTS AND APPLICABLE LAW

1
2 This Stipulation and Order is made and based upon the following acknowledgements
3 by the Parties:

4 7. THCN has entered into this Stipulation and Order on its own behalf and with
5 full authority to resolve the claims against it and is aware of THCN's rights to contest the
6 violations pending against it. These rights include the filing and service of a disciplinary
7 complaint specifying the charges against Respondent, representation by an attorney at
8 THCN's own expense, the right to a hearing on any violations or allegations formally filed,
9 the right to confront and cross-examine witnesses called to testify against THCN, the right
10 to present evidence on THCN's own behalf, the right to have witnesses testify on THCN's
11 behalf, the right to obtain any other type of formal judicial review of this matter, and any
12 other rights which may be accorded to THCN pursuant to provisions of NRS Chapters 678A
13 through 678D, the Nevada Cannabis Compliance Regulations (NCCR), and any other
14 applicable provisions of Nevada law. THCN is waiving all these rights by entering into this
15 Stipulation and Order. If the CCB rejects this Stipulation and Order, or any portion thereof,
16 THCN reserves the right to withdraw any or all such waivers.

17 8. Should this Stipulation and Order be rejected by the CCB or not timely
18 performed by THCN, it is agreed that presentation to and consideration by the CCB of such
19 proposed stipulation or other documents or matters pertaining to the consideration of this
20 Stipulation and Order shall not unfairly or illegally prejudice the CCB or any of its
21 members from further participation, consideration, adjudication, and/or resolution of these
22 proceedings and that no CCB member shall be disqualified or challenged for bias.

23 9. THCN acknowledges that this Stipulation and Order shall only become
24 effective after the CCB has approved it.

25 10. THCN enters this Stipulation and Order after being fully advised of THCN's
26 rights and as to the consequences of this Stipulation and Order. This Stipulation and Order
27 embodies the entire agreement reached between the CCB and THCN. It may not be altered,
28 amended, or modified without the express written consent of the Parties and all alterations,

1 amendments and/or modifications must be in writing.

2 11. In an effort to avoid the cost and uncertainty of a disciplinary hearing, THCN
3 has agreed to settle this matter. For purposes of settling this matter, THCN acknowledges
4 that the facts contained in the paragraphs in the above "Pertinent Facts" portion of this
5 Stipulation and Order are true and correct. Without waiving any constitutional rights
6 against self-incrimination, THCN further acknowledges that, if the CCB filed and served a
7 Complaint and the matter proceeded to an administrative hearing, the "Pertinent Facts"
8 could be found to constitute multiple violations of Title 56 of NRS (NRS Chapters 678A
9 through 678D), NRS Chapter 453A, NRS Chapter 453D, NAC Chapter 453A, NAC Chapter
10 453D, and the NCCR, with civil penalties up to and including \$190,000 in total, with license
11 suspension, for C030 and RC030 for each tax return or report filed, and/or paid, late, if this
12 matter went to an administrative hearing.

13 12. In settling this matter, the Executive Director for CCB and counsel for CCB
14 have considered the factors set forth in NCCR 4.030(2), including: the gravity of the
15 violations; the economic benefit or savings, if any, resulting from the violations; the size of
16 the business of the violator; the history of compliance with the NCCR and Title 56 of NRS
17 by the violator; actions taken to remedy and/or correct the violations; and the effect of the
18 penalty on the ability of the violator to continue in business.

19 13. To resolve the Administrative Action, and only for those purposes and no
20 other, THCN specifically admits to the following violations with respect to CCB Case No.
21 2022-86 for licenses C030 and RC030:

- 22 a. Four violations of NCCR 4.060(1)(a)(1) for failing to submit multiple
23 monthly tax reports, which constitutes four Category V violations.

24 14. With respect to C030 and RC030, THCN further agrees to pay a civil penalty
25 in the amount of \$5,000¹ in consideration for its admitted violations in Paragraph 13(a)
26 and accept a formal CCB warning in consideration for its admitted first Category V
27 violation in Paragraph 13(a), and in consideration for the CCB's agreement to resolve the
28

¹ To be apportioned \$2,500 to C030 and \$2,500 to RC030.

1 Administrative Action on the terms set forth herein.

2 15. If the CCB approves this Stipulation and Order, it shall be deemed and
3 considered disciplinary action by the CCB against THCN.

4 16. Both parties acknowledge that the CCB has jurisdiction to consider and order
5 this Stipulation and Order because THCN holds privileged licenses regulated by the CCB
6 as of July 1, 2020. THCN expressly, knowingly, and intentionally waives the 21-day and/or
7 5-day notice requirements contained in the Nevada Open Meeting Law and acknowledges
8 that this Stipulation and Order may be presented to the CCB for its consideration and
9 potential ratification at the CCB's meeting on May 24, 2022.

10 **STIPULATED ADJUDICATION**

11 Based upon the above acknowledgments of the Parties and their mutual agreement,
12 the Parties stipulate and agree that the following terms of discipline shall be imposed by
13 the CCB in this matter:

14 17. Violations: As to licenses C030 and RC030, THCN is found to have committed
15 four (4) Category V violations, as set forth in Paragraph 13(a), above.

16 18. Imposition of Civil Penalties. THCN shall pay a total civil penalty in the
17 amount of five thousand dollars (\$5,000) within the time set forth in Paragraph 20 below,
18 to be apportioned as set forth in Paragraph 14, above.

19 19. Formal Warning. In accordance with NCCR 4.060(2)(a)(1), the CCB hereby
20 issues a formal warning to THCN, as to its first Category V violation in the immediately
21 preceding 3 years: THCN shall timely submit all required monthly tax and sales reports,
22 as well as payments. Failure to do so in the future will invoke additional progressive
23 discipline and shall be considered an aggravating factor in considering the amount of civil
24 penalties and any other disciplinary action in any future disciplinary actions.

25 20. Payment of Civil Penalties. *If the CCB approves this Stipulation and Order*
26 *at its May 24, 2022, meeting, THCN must pay the civil penalty set forth in this agreement*
27 *no later than 5:00 p.m., Pacific Time, on Thursday, June 23, 2022. If the CCB approves this*
28 *Stipulation and Order, or an Amended Stipulation and Order, at a CCB meeting which*

1 occurs after May 24, 2022, then THCN must pay the civil penalty set forth in this agreement
2 within 30 days of the date the CCB approves this Stipulation and Order². THCN
3 acknowledges that it is critical to comply with the strict requirements of the deadline for
4 payment. THCN agrees that, should it fail to timely make timely payment of the civil
5 penalty, the following penalties and procedures will be in effect:

- 6 a. CCB will allow a five-business day grace period for late payment³.
- 7 b. If payment is not physically received by CCB at its Carson City office by 5:00
8 p.m., Pacific Time, on the last day of the grace period, THCN shall be deemed
9 to be in breach of this Stipulation and Order, deemed to be in default, and
10 shall pay all amounts due under this Stipulation and Order, as well as an
11 additional late payment penalty of twenty-five thousand dollars (\$25,000),
12 and shall have its licenses C030 and RC030 immediately suspended, with
13 such suspension remaining in place until all amounts due under this
14 Stipulation and Order are paid in full (inclusive of the \$25,000 late payment
15 penalty). The CCB will enter an order of default to this effect after default
16 and all amounts due under this subsection shall be immediately due and
17 payable to CCB. If all amounts due under this section are not paid within 90
18 days after the date of the order of default, licenses C030 and RC030 shall be
19 deemed voluntarily surrendered. THCN agrees it cannot and will not file any
20 petition for judicial review and/or any action in any forum for relief from this
21 order of default and that CCB may file any judicial action necessary to recover
22 the amounts owed under this subsection, along with its attorneys' fees and
23 costs for recovery of amounts owed.
- 24 c. THCN may petition the CCB for an extension of the date to pay the civil

26 ² Should the due date fall on a Saturday, Sunday, or a holiday recognized by the State of Nevada, payment
27 shall be due on the first following business day, to be received no later than 5:00 p.m., Pacific Time, on that
28 date.

³ If a check or other form of payment is returned for insufficient funds, or otherwise rejected, the failed
payment will not be considered a payment and no additional time beyond the five business day grace period
will be granted for payment.

1 penalty. However, for the CCB to consider any such petition, the CCB must
2 receive said petition no later than 5 business days prior to the payment
3 deadline (which does not include any grace period). The CCB is not required
4 to grant such a petition. In such a petition, THCN must demonstrate to the
5 satisfaction of the CCB that there are extraordinary and unusual
6 circumstances necessitating the extension requested. The CCB may delegate
7 the decision as to whether to grant such a petition to the CCB Chair.

8 d. If an extension is granted under Paragraph 20(c), there shall be no grace
9 period on the new payment date. If THCN does not pay by the new payment
10 date, the provisions and penalties of Paragraph 20(b) apply.

11 21. Plan of Correction. Respondent represents and warrants that it has
12 submitted a plan of correction, which CCB staff has approved, that will remedy and prevent
13 the recurrence of the violations set forth in this Stipulation and Order. In summary, the
14 plan of correction includes the following: (1) THCN has secured a demand checking
15 account, so should not have any further issues with delays in making appointments for
16 cash payments; (2) THCN has implemented calendar reminders for the general manager
17 and accounts payable department to alert them to pay taxes prior to the due dates; (3)
18 THCN has started and will continue to pay taxes in the middle of the month to ensure that,
19 if there are any issues, or abnormal delays, it will still have time to correct such problems
20 prior to the tax report and payment due dates; (4) THCN has counseled the employee
21 responsible for accounts payable on the importance of timely tax filings; and (5) THCN
22 designated its general manager as the person responsible for compliance with the foregoing
23 corrections. THCN initially implemented this plan of correction on February 18, 2022, and
24 continues to monitor its effectiveness. Respondent further represents and warrants that it
25 is now, as of the date it has executed this Stipulation and Order, operating in full
26 compliance with NRS Title 56 and the NCCR.

27 22. Contingency if Approval Denied. If approval of this Stipulation and Order is
28 denied by CCB, THCN and counsel for the CCB agree to resume settlement negotiations in

1 good faith and attempt to reach an agreement to amend this Stipulation and Order and
2 resubmit an amended Stipulation and Order to the CCB to review for approval at a
3 subsequent regularly scheduled meeting. If such an agreement cannot be reached, the
4 Parties agree to proceed with the Administrative Action, which shall include the filing and
5 service of a disciplinary complaint and a disciplinary hearing before the CCB or its assigned
6 hearing officer. Should the Administrative Action proceed for the reasons set forth in this
7 Paragraph, CCB preserves all its claims and arguments in the Administrative Action as
8 set forth in its Complaint (to be filed) and THCN preserves all its defenses and arguments
9 it may assert. An unapproved Stipulation and Order shall not be admissible as evidence or
10 referenced in argument at any disciplinary hearing in CCB Case No. 2022-86 or any other
11 matter involving the CCB.

12 23. Contingency if Approval Conditioned. If the CCB approves this Stipulation
13 and Order, but said approval is contingent on certain conditions, the parties will undertake
14 further good faith negotiations to include said conditions in an amended stipulation and
15 order for execution by the CCB Chair. If THCN does not agree to the certain conditions
16 imposed by the CCB, the parties will undertake additional negotiations and attempt to
17 reach an agreement to amend this Stipulation and Order and resubmit an amended
18 Stipulation and Order to the CCB to review for approval at a subsequent regularly
19 scheduled meeting. If such an agreement cannot be reached, the Parties agree to proceed
20 with the Administrative Action, which shall include the filing and service of a disciplinary
21 complaint and a disciplinary hearing before the CCB or its assigned hearing officer. Should
22 the Administrative Action proceed for the reasons set forth in this Paragraph, CCB
23 preserves all its claims and arguments in the Administrative Action as set forth in its
24 Complaint (to be filed) and THCN preserves all its defenses and arguments it may assert.
25 An unapproved Stipulation and Order shall not be admissible as evidence or referenced in
26 argument at any disciplinary hearing in CCB Case No. 2022-86 or any other matter.

27 24. Closure of Disciplinary Action. Once this Stipulation and Order is fully
28 performed by THCN, the Administrative Action will be closed.

1 25. Communications with CCB Members. THCN understands that this
2 Stipulation and Order will be presented to the CCB in open session at a duly noticed and
3 scheduled CCB meeting. THCN understands that the CCB has the right to decide in its
4 own discretion whether or not to approve this Stipulation and Order. The CCB's counsel,
5 which is the Nevada Attorney General and its staff attorneys, will recommend approval of
6 this Stipulation and Order. In the course of seeking CCB acceptance of this Stipulation and
7 Order, counsel for CCB may communicate directly with individual CCB members. THCN
8 acknowledges that such communications may be made or conducted *ex parte*, without notice
9 or opportunity for THCN to be heard on its part until the public CCB meeting where this
10 Stipulation and Order is discussed, and that such contacts and communications may
11 include, but may not be limited to, matters concerning this Stipulation and Order, the
12 Administrative Action, and any and all information of every nature whatsoever related to
13 these matters. THCN agrees that it has no objections to such *ex parte* communications.
14 CCB agrees that THCN and/or its counsel may appear at the CCB meeting where this
15 Stipulation and Order is discussed and, if requested, respond to any questions that may be
16 addressed to THCN and/or the Attorney General's staff attorneys. THCN agrees that,
17 should the CCB decline to approve this Stipulation and Order, THCN will not contest or
18 otherwise object to any CCB member, and/or CCB appointed hearing officer, hearing and
19 adjudicating the Administrative Action based on the aforementioned *ex parte*
20 communications with anyone from the Nevada Attorney General's Office.

21 26. Release. In execution of this agreement, Respondent agrees that the State of
22 Nevada, the CCB, the Office of the Attorney General, and each of their members, staff,
23 attorneys, investigators, experts, hearing officers, consultants and agents are immune from
24 any liability for any decision or action taken in good faith in response to information and
25 data acquired by the CCB. Respondent agrees to release the State of Nevada, the CCB, the
26 Office of the Attorney General, and each of their members, staff, attorneys, investigators,
27 experts, hearing officers, consultants and agents from any and all manner of actions, causes
28 of action, suits, debts, judgments, executions, claims and demands whatsoever, known or

1 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have
2 against any and/or all of the persons, government agencies or entities named in this
3 Paragraph, arising out of, or by reason of, CCB's investigation of the matters set forth in
4 its Complaint, the matters set forth in this Stipulation and Order, or the administration of
5 CCB Case No. 2022-86.

6 27. No Precedence. The Parties agree that this Stipulation and Order shall not
7 constitute a precedent for any other issues or proceedings before the CCB and/or in any
8 other forum, other than those set forth in this Stipulation and Order. Furthermore, this
9 Stipulation and Order shall not be admissible in any other proceeding or action with respect
10 to proof of fact or any other matter and/or any other licensee and/or cannabis establishment
11 registered agent, except proceedings brought to enforce this Stipulation and Order under
12 its terms and/or for the CCB's consideration of future disciplinary action against this
13 Respondent.

14 The CCB may consider the discipline imposed herein in any future disciplinary
15 action against Respondent, as required under NCCR 4.030(2), along with the other factors
16 set forth in NCCR 4.030(2), and possible progressive discipline pursuant to NCCR 4.035
17 through 4.060. As every case concerns different facts and details, this Stipulation does not
18 act as precedence, or persuasive authority, to bind CCB to impose any particular penalty,
19 to charge or allege any particular violation, and/or to impose any particular disciplinary
20 action in the future for this Respondent, or any other respondent, for violations of the same
21 statutes and/or regulations addressed in this Stipulation and Order. Likewise, CCB is not
22 bound by any previous settlement agreements it has approved in entering into this
23 Stipulation and Order.

24 28. Attorneys' Fees and Costs. The Parties each agree to bear their own attorneys'
25 fees and costs.

26 29. Further Assurances. The Parties shall cooperate in executing such additional
27 documents and performing such further acts as may be reasonably necessary to give effect
28 to the purposes and provisions of this Stipulation and Order.

1 30. Voluntary and Informed Agreement. The Respondent represents that its
2 owners, officers, managers, and/or its directors, who are responsible for and able to legally
3 bind THCN have read completely and understand fully the terms of this Stipulation and
4 Order, that such terms are fully understood and voluntarily accepted by Respondent in
5 advance of and as memorialized by the signing of this Stipulation and Order, and that the
6 Respondent's signature to this Stipulation and Order indicates same. Respondent further
7 represents that it has voluntarily entered into this Stipulation and Order to make a full,
8 final, and complete compromise upon the terms and conditions set forth herein.
9 Respondent further represents that any releases, waivers, discharges, covenants, and
10 agreements provided for in this Stipulation and Order have been knowingly and voluntarily
11 granted and without any duress or undue influence of any nature from any person or entity.
12 The Parties, and each of them, hereby expressly acknowledge that they are each
13 represented by counsel of their own choice in this matter and have been advised by counsel
14 accordingly.

15 31. Warranties of Authority. The Parties to this Stipulation and Order, and each
16 of them, expressly warrant and represent to all other Parties that each has the full right,
17 title, and authority to enter into and to carry out its obligations hereunder, with the sole
18 exception of the required approval of this Stipulation and Order by the CCB. The Parties
19 also expressly acknowledge the foregoing authority.

20 32. Binding Effect. This Stipulation and Order shall be binding upon and inure
21 to the benefit of the Parties hereto and the Parties' respective successors, predecessors,
22 parents, affiliates, shareholders, employees, heirs, executors, assigns, and administrators.

23 33. Construction. The headings of all Sections and Paragraphs of this Stipulation
24 and Order are inserted solely for the convenience of reference and are not a part of the
25 Stipulation and Order and are not intended to govern, limit, or aid in the construction or
26 interpretation of any term or provision of this Stipulation and Order. In the event of a
27 conflict between such caption and the paragraph at the head of which it appears, the
28 paragraph and not such caption shall govern in the construction of this Stipulation and

1 Order.

2 34. Governing Law. This Stipulation and Order shall be governed by and
3 construed in accordance with the laws of the State of Nevada, without reference to conflict
4 of law principles.

5 35. Jurisdiction and Forum Selection. The Parties consent to the jurisdiction of
6 the Eighth Judicial District Court of the State of Nevada, in and for Clark County, to
7 resolve any disputes related to the terms or enforcement of this Stipulation and Order. The
8 successful or prevailing Party or Parties in such action shall be entitled to recover
9 reasonable attorney fees, costs, and expenses actually incurred in initiating or responding
10 to such proceeding, in addition to any other relief to which it may be entitled.

11 36. Interpretation. This Stipulation and Order is the result of negotiations among
12 the Parties who have each negotiated and reviewed its terms. In the event a Court ever
13 construes this Agreement, the Parties expressly agree, consent, and assent that such Court
14 shall not construe this Agreement or any provision hereof against any Party as its drafter
15 for purposes of interpreting any ambiguity or uncertainty in this Stipulation and Order.

16 37. Time is of the Essence. Time is of the essence in the performance of all terms
17 of this Stipulation and Order.


18 38. Severability. If any portion of this Stipulation and Order, or its application
19 thereof to any person or circumstance, shall be deemed to any extent to be invalid, illegal,
20 or unenforceable as a matter of law, all remaining clauses of this Stipulation and Order
21 and its application thereof shall be not affected and shall remain enforceable to the fullest
22 extent permitted by law.


23 39. Counterparts and Copies. This Stipulation and Order may be executed in
24 counterparts, each of which when so executed and upon delivery to counsel of record for the
25 Parties, or the point of contact for the licensee, shall be deemed an original
26 ("Counterparts"). This Stipulation and Order shall be deemed executed when Counterparts
27 of this Stipulation and Order have been executed by all the Parties and/or their counsel;
28 such Counterparts taken together shall be deemed to be the Agreement. This Stipulation

1 and Order may be executed by signatures provided by electronic facsimile or email, which
2 signatures shall be binding and effective as original wet ink signatures hereupon. All fully
3 executed copies of this Stipulation and Order are duplicate originals, equally admissible in
4 evidence.

5 IN WITNESS WHEREOF, this Stipulation and Order has been executed by the
6 Parties and attested by their duly authorized representatives as of the date(s) so indicated.
7 The Effective Date of this Stipulation and Order shall be the date it is ordered by the CCB.

8 
9 _____ Date: 4-27-2022
10 Amy Sugden, Esq. (Nev. Bar No. 9983)
11 Counsel for Respondent THCN

12 
13 _____ Date: 4-27-2022
14 (printed name Nicholas Puliz),
15 On behalf of Respondent THCN

16 
17 _____ Date: 4/28/2022
18 L. Kristopher Rath (Nev. Bar No. 5749)
19 Senior Deputy Attorney General
20 Counsel for Cannabis Compliance Board

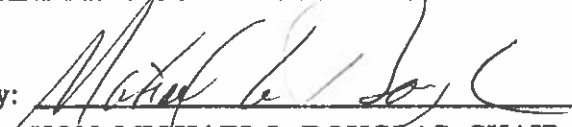
21 **ORDER**

22 WHEREAS, on 24th day of May, 2022, the Nevada Cannabis Compliance Board
23 approved and adopted all the terms and conditions set forth in the Stipulation and Order
24 for Settlement of disciplinary Action with THCN.

25 IT IS SO ORDERED.

26 SIGNED AND EFFECTIVE this 28th day of May, 2022.

27 STATE OF NEVADA,
28 CANNABIS COMPLIANCE BOARD

By: 
HON. MICHAEL L. DOUGLAS, CHAIR