

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

3
4 STATE OF NEVADA, CANNABIS
COMPLIANCE BOARD,

Case No. 2020-16

5 Petitioner,

6 vs.

7 ALICIA NINA CASTILE,

8 Respondent.
9

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11 **STIPULATION AND ORDER FOR SETTLEMENT OF DISCIPLINARY ACTION**

12 The Cannabis Compliance Board (the “CCB”), by and through its counsel, Aaron D.
13 Ford, Attorney General for the State of Nevada, L. Kristopher Rath, Esq., Senior Deputy
14 Attorney General and Ashley A. Balducci, Esq., Senior Deputy Attorney General, hereby
15 enters into this Stipulation and Order for Settlement of Disciplinary Action (“Stipulation
16 and Order”) with Respondent Alicia Nina Castile (“Respondent”), pro se. Pursuant to this
17 Stipulation and Order, Respondent and CCB (collectively, the “Parties”) hereby stipulate
18 and agree that CCB Case No. 2020-16 (the “Administrative Action”) shall be fully and
19 finally settled and resolved upon terms and conditions set out herein.

20 **PERTINENT FACTS**

21 1. On August 25, 2020, CCB initiated this disciplinary action via the service and
22 filing of a Complaint for Disciplinary Action (the “Complaint”). The Complaint alleges that,
23 contrary to Nevada law, Respondent worked in a dispensary when she was only authorized
24 to work in a production or cultivation facility and put a bag of cannabis flower in her pocket.
25 The Complaint further alleged a violation of NAC 453D.905(3)(e)(1), a Category IV
26 violation; a violation of NAC 453D.365(3)(a), a revocable offense; or alternatively, a
27 violation of NAC 453D.905(3)(d)(19), a Category III violation.¹

28

¹ The events at issue occurred prior to July 1, 2020, when NAC Chapters 453A and 453D were the regulations
in effect for cannabis establishments.

1 2. On September 29, 2020, the parties agreed to a Stipulation and Order to Stay
2 the Administrative Proceedings.

3 3. The parties have engaged in good faith negotiations to reach an agreement
4 that is mutually acceptable to Respondent and counsel for the CCB for resolution of this
5 matter, with the understanding that this Stipulation and Order must be approved by
6 majority vote of the members of the CCB.

7 **ACKNOWLEDGEMENTS AND APPLICABLE LAW**

8 This Stipulation and Order is made and based upon the following acknowledgements
9 by the Parties:

10 4. Respondent has entered into this Stipulation and Order on her own behalf
11 and with full authority to resolve the claims against her and is aware of her rights to contest
12 the violations pending against her. These rights include representation by an attorney at
13 Respondent's own expense, the right to a hearing on any violations or allegations formally
14 filed, the right to confront and cross-examine witnesses called to testify against
15 Respondent, the right to present evidence on Respondent's own behalf, the right to testify
16 on Respondent's behalf, the right to obtain any other type of formal judicial review of this
17 matter, and any other rights which may be accorded to Respondent pursuant to provisions
18 of NRS Chapters 678A through 678D, NAC Chapters 453A and 453D, and any other
19 provisions of Nevada law. Respondent is waiving all these rights by entering into this
20 Stipulation and Order.

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

27 6. Respondent acknowledges that this Stipulation and Order shall only become
28 effective after the CCB has approved it.

1 7. Respondent enters this Stipulation and Order after being fully advised of
2 Respondent's rights and as to the consequences of this Stipulation and Order. This
3 Stipulation and Order embodies the entire agreement reached between the CCB and
4 Respondent. It may not be altered, amended, or modified without the express written
5 consent of the Parties and all alterations, amendments and/or modifications must be in
6 writing.

7 8. In an effort to avoid the cost and uncertainty of a disciplinary hearing,
8 Respondent has agreed to settle this matter. In settling this matter, Respondent
9 acknowledges that the facts contained in the paragraphs in the above "Pertinent Facts"
10 portion of this Stipulation and Order are true and correct. Respondent further
11 acknowledges that certain facts contained in the CCB Complaint in Case No. 2020-16 could
12 be found to constitute violations of Title 56 of NRS (NRS Chapters 678A through 678D),
13 NRS Chapters 453A and 453D and NAC Chapters 453A and 453D, with penalties up to
14 and including a civil penalty of \$1,250 and a revocation of her cannabis establishment agent
15 registration cards for 9 years and 11 months, if this matter went to an administrative
16 hearing.

17 9. To resolve the Administrative Action, Respondent specifically admits to the
18 following violation with respect to the Complaint in CCB Case No. 2020-16: One violation
19 of NAC 453D.365(3)(a) for selling or otherwise diverting marijuana to a person who is not
20 authorized by law to possess marijuana in accordance with the provisions of chapter 453D
21 of NAC and chapter 453D of NRS.

22 10. Respondent further agrees to revocation of her cannabis establishment agent
23 registration cards, prior and existing, for nine years and 11 months in consideration for her
24 admitted violation of NAC 453D.365(3)(a) and in consideration of CCB's agreement to
25 resolve the Administrative Action on the terms set forth herein. At the end of the nine year
26 and 11-month revocation period, Respondent may request reinstatement of her cannabis
27 establishment agent registration cards from the CCB pursuant to NCCR 4.030(b).

28 11. If the CCB approves this Stipulation and Order, it shall be deemed and

1 considered disciplinary action by the Board against Respondent.

2 12. Both parties acknowledge that the CCB has jurisdiction to consider and order
3 this Stipulation and Order because Respondent holds and/or held a privileged cannabis
4 establishment agent registration cards regulated by the CCB as of July 1, 2020. Respondent
5 expressly, knowingly, and intentionally waives the 21-day and/or 5-day notice
6 requirements contained in the Nevada Open Meeting Law and acknowledges that this
7 Stipulation and Order may be presented to the CCB for its consideration and potential
8 ratification at the Board's meeting on October 20, 2020.

9 **STIPULATED ADJUDICATION**

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

13 13. Revocation. Respondent's prior and existing cannabis establishment agent
14 registration cards are deemed revoked for nine years and 11 months from the CCB, effective
15 on the date the CCB approves this Stipulation and Order. Should Respondent seek
16 reinstatement of her cannabis establishment agent registration cards after the revocation
17 period, the CCB may consider this discipline in determining whether to reinstate
18 Respondent's cannabis establishment agent registration cards. In exchange for
19 Respondent's agreements herein, CCB shall not seek payment of the civil penalty requested
20 in the Complaint.

21 14. Surrender of Agent Cards. Respondent shall surrender any cannabis
22 establishment agent registration cards in her possession to the CCB within 30 days of the
23 date the CCB approves this Stipulation and Order.

24 15. Contingency if Approval Denied. If approval of this Stipulation and Order is
25 denied by CCB, Respondent and counsel for the CCB agree to resume settlement
26 negotiations in good faith and attempt to reach an agreement to amend this Stipulation
27 and Order and resubmit an amended Stipulation and Order to the CCB to review for
28 approval at its next regularly scheduled meeting. If such an agreement cannot be reached,

1 the Parties agree to proceed with the Administrative Action, which shall include a
2 disciplinary hearing before the CCB or its assigned hearing officer. Should the
3 Administrative Action proceed for the reasons set forth in this Paragraph, CCB preserves
4 all its claims and arguments in the Administrative Action as set forth in its Complaint and
5 Respondent preserves all its defenses and arguments she may assert. An unapproved
6 Stipulation and Order shall not be admissible as evidence or referenced in argument at any
7 disciplinary hearing in CCB Case No. 2020-16 or any other matter involving the CCB.

8 16. Contingency if Approval Conditioned. If the CCB approves this Stipulation
9 and Order, but said approval is contingent on certain conditions, the parties will undertake
10 further good faith negotiations to include said conditions in an amended Stipulation and
11 Order for execution by the CCB Chair. If Respondent does not agree to the certain
12 conditions imposed by the CCB, the parties will undertake additional negotiations and
13 attempt to reach an agreement to amend this Stipulation and Order and resubmit an
14 amended Stipulation and Order to the CCB to review for approval at its next regularly
15 scheduled meeting. If such an agreement cannot be reached, the Parties agree to proceed
16 with the Administrative Action, which shall include a disciplinary hearing before the CCB
17 or its assigned hearing officer. Should the Administrative Action proceed for the reasons
18 set forth in this Paragraph, CCB preserves all its claims and arguments in the
19 Administrative Action as set forth in its Complaint and Respondent preserves all its
20 defenses and arguments she may assert. An unapproved Stipulation and Order shall not
21 be admissible as evidence or referenced in argument at any disciplinary hearing in CCB
22 Case No. 2020-16 or any other matter involving the CCB.

23 17. Closure of Disciplinary Action. Once this Stipulation and Order is fully
24 performed by Respondent, the Administrative Action will be closed.

25 18. Communications with CCB Members. Respondent understands that this
26 Stipulation and Order will be presented to the CCB in open session at a duly noticed and
27 scheduled CCB meeting. Respondent understands that the CCB has the right to decide in
28 its own discretion whether or not to approve this Stipulation and Order. The CCB's counsel,

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

18 19. Release. In execution of this agreement, Respondent agrees that the State of
19 Nevada, the CCB, the Office of the Attorney General, and each of their members, staff,
20 attorneys, investigators, experts, hearing officers, consultants and agents are immune from
21 any liability for any decision or action taken in good faith in response to information and
22 data acquired by the CCB. Respondent agrees to release the State of Nevada, the CCB, the
23 Office of the Attorney General, and each of their members, staff, attorneys, investigators,
24 experts, hearing officers, consultants and agents from any and all manner of actions, causes
25 of action, suits, debts, judgments, executions, claims and demands whatsoever, known or
26 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have
27 against any and/or all of the persons, government agencies or entities named in this
28 Paragraph, arising out of, or by reason of, CCB's investigation of the matters set forth in

1 its Complaint, the matters set forth in this Stipulation and Order, or the administration of
2 CCB Case No. 2020-16.

3 ~~20. No Precedence. The Parties agree that this Stipulation and Order shall not~~
4 constitute a precedent for any other issues or proceedings before the CCB, other than those
5 set forth in this Stipulation and Order, and shall not be admissible in any other proceeding
6 or action with respect to any other matter, except proceedings brought to enforce this
7 Stipulation and Order under its terms.

8 21. Attorneys' Fees and Costs. The Parties each agree to bear their own attorneys'
9 fees and costs.

10 22. Further Assurances. The Parties shall cooperate in executing such additional
11 documents and performing such further acts as may be reasonably necessary to give effect
12 to the purposes and provisions of this Stipulation and Order.

13 23. Voluntary and Informed Agreement. Respondent represents that she has
14 read completely and understands fully the terms of this Stipulation and Order, that such
15 terms are fully understood and voluntarily accepted by Respondent in advance of and as
16 memorialized by the signing of this Stipulation and Order, and that Respondent's signature
17 to this Stipulation and Order indicates same. Respondent further represents that she has
18 voluntarily entered into this Stipulation and Order to make a full, final, and complete
19 compromise upon the terms and conditions set forth herein. Respondent further represents
20 that any releases, waivers, discharges, covenants, and agreements provided for in this
21 Stipulation and Order have been knowingly and voluntarily granted and without any
22 duress or undue influence of any nature from any person or entity. The Parties, and each
23 of them, hereby expressly acknowledge that they are each represented by counsel of their
24 own choice in this matter or have had an opportunity to obtain representation by counsel
25 of their choice, and have been advised by counsel or opted not to seek advice from counsel.
26 Respondent acknowledges that she has the right and opportunity to have this Stipulation
27 and Order reviewed by the counsel of her choice and to obtain advice from the counsel of
28 her choice regarding this Stipulation and Order.

1 24. Warranties of Authority. The Parties to this Stipulation and Order, and each
2 of them, expressly warrant and represent to all other Parties that each has the full right,
3 title, and authority to enter into and to carry out its obligations hereunder, with the sole
4 exception of the required approval of this Stipulation and Order by the CCB. The Parties
5 also expressly acknowledge the foregoing authority.

6 25. Binding Effect. This Stipulation and Order shall be binding upon and inure
7 to the benefit of the Parties hereto and the Parties' respective successors, predecessors,
8 parents, affiliates, shareholders, employees, heirs, executors, assigns, and administrators.

9 26. Construction. The headings of all Sections and Paragraphs of this Stipulation
10 and Order are inserted solely for the convenience of reference and are not a part of the
11 Stipulation and Order and are not intended to govern, limit, or aid in the construction or
12 interpretation of any term or provision of this Stipulation and Order. In the event of a
13 conflict between such caption and the paragraph at the head of which it appears, the
14 paragraph and not such caption shall govern in the construction of this Stipulation and
15 Order.

16 27. Governing Law. This Stipulation and Order shall be governed by and
17 construed in accordance with the laws of the State of Nevada, without reference to conflict
18 of law principles.

19 28. Jurisdiction and Forum Selection. The Parties consent to the jurisdiction of
20 the Eighth Judicial District Court of the State of Nevada, in and for Clark County, to
21 resolve any disputes related to the terms or enforcement of this Stipulation and Order.

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


27 30. Time is of the Essence. Time is of the essence in the performance of all terms
28 of this Stipulation and Order.

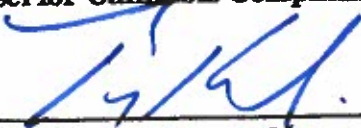
1 **31. Severability.** If any portion of this Stipulation and Order, or its application
2 thereof to any person or circumstance, shall be deemed to any extent to be invalid, illegal,
3 or unenforceable as a matter of law, all remaining clauses of this Stipulation and Order
4 and its application thereof shall be not affected and shall remain enforceable to the fullest
5 extent permitted by law.

6 **32. Counterparts and Copies.** This Stipulation and Order may be executed in
7 counterparts, each of which when so executed and upon delivery to counsel of record for the
8 Parties and/or the Parties shall be deemed an original ("Counterparts"). This Stipulation
9 and Order shall be deemed executed when Counterparts of this Stipulation and Order have
10 been executed by all the Parties and/or their counsel; such Counterparts taken together
11 shall be deemed to be the Agreement. This Stipulation and Order may be executed by
12 signatures provided by electronic facsimile or email, which signatures shall be binding and
13 effective as original wet ink signatures hereupon. All fully executed copies of this
14 Stipulation and Order are duplicate originals, equally admissible in evidence.

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

18
19  _____ Date: 10/15/2020

20
21  _____ Date: 10/26/20
22 L. Kristopher Rath (Nev. Bar No. 5749)
23 Ashley Balducci (Nev. Bar No. 12687)
24 Senior Deputy Attorney General
25 Counsel for Cannabis Compliance Board

26  _____ Date: 10/26/20
27 Tyler Klimas, Executive Director for the
28 Cannabis Compliance Board

ORDER

1
2 WHEREAS, on 17th day of November, 2020, the Nevada Cannabis
3 Compliance Board approved and adopted all the terms and conditions set forth in the
4 Stipulation and Order for Settlement of Disciplinary Action with Alicia Nina Castile.

5 IT IS SO ORDERED.

6 SIGNED AND EFFECTIVE this 17th day of November, 2020.

7 **STATE OF NEVADA,**
8 **CANNABIS COMPLIANCE BOARD**

9
10 By: 
11 HON. MICHAEL L. DOUGLAS, CHAIR