

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

3
4 STATE OF NEVADA, CANNABIS
 COMPLIANCE BOARD,

Case No. 2020-13

5 Petitioner,

6
7 vs.

8 ALEX RODRIGUEZ,

9 Respondent.

10
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 Alex Rodriguez (“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. 2020-13 (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 he was only authorized
24 to work in a production facility and put a bag of cannabis flower in his pocket without prior
25 authorization. The Complaint further alleged a violation of NAC 453D.905(3)(e)(1), a
26 Category IV violation; a violation of NAC 453D.365(3)(a), a revocable offense; or
27 alternatively, a 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 November 6, 2020, the parties agreed to a stay of the administrative action
2 that the Hearing Officer approved.

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 his own behalf and
11 with full authority to resolve the claims against him and is aware of his rights to contest
12 the violations pending against him. 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. 2020-13 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 his 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
18 selling or otherwise diverting marijuana to a person who is not authorized by law to possess
19 marijuana, a revocable offense pursuant to NAC 453D.365(3)(a), with respect to the
20 Complaint in CCB Case No. 2020-13.

21 10. Respondent further agrees to revocation of his cannabis establishment agent
22 registration cards, prior and existing, for a four-year period from the date the CCB approves
23 this Stipulation and Order and agrees to pay the civil penalty of \$1,250 within the four-
24 year revocation period. If Respondent fails to pay the civil penalty of \$1,250 within the four-
25 year revocation period, then his cannabis establishment agent registration cards, prior and
26 existing, will be revoked for nine years and 11 months in consideration for his admitted
27 violation of NAC 453D.365(3)(a) and in consideration of CCB's agreement to resolve the
28 Administrative Action on the terms set forth herein. At the end of the four years or nine

1 year and 11-month revocation period, Respondent may request reinstatement of his
2 cannabis establishment agent registration cards from the CCB pursuant to NCCR 4.030(b).

3 11. If the CCB approves this Stipulation and Order, it shall be deemed and
4 considered disciplinary action by the Board against Respondent.

5 12. Both parties acknowledge that the CCB has jurisdiction to consider and order
6 this Stipulation and Order because Respondent holds and/or held a privileged cannabis
7 establishment agent registration cards regulated by the CCB as of July 1, 2020. Respondent
8 expressly, knowingly, and intentionally waives the 21-day and/or 5-day notice
9 requirements contained in the Nevada Open Meeting Law and acknowledges that this
10 Stipulation and Order may be presented to the CCB for its consideration and potential
11 ratification at the Board's meeting on December 18, 2020.

12 STIPULATED ADJUDICATION

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

16 13. Revocation. Respondent's prior and existing cannabis establishment agent
17 registration cards are deemed revoked for a four-year period only if Respondent pays the
18 civil penalty of \$1,250 within that time or nine years and 11 months if Respondent fails to
19 pay the civil penalty of \$1,250 within the four-year revocation period from the CCB,
20 effective on the date the CCB approves this Stipulation and Order. Should Respondent seek
21 reinstatement of his cannabis establishment agent registration cards after the revocation
22 period, the CCB may consider this discipline in determining whether to reinstate
23 Respondent's cannabis establishment agent registration cards. In exchange for
24 Respondent's agreements herein, CCB shall not seek any further discipline against him for
25 the violations alleged in the Complaint.

26 14. Surrender of Agent Cards. Respondent shall surrender any cannabis
27 establishment agent registration cards in his possession to the CCB within 30 days of the
28 date the CCB approves this Stipulation and Order.

1 15. Contingency if Approval Denied. If approval of this Stipulation and Order is
2 denied by CCB, Respondent and counsel for the CCB agree to resume settlement
3 negotiations in good faith and attempt to reach an agreement to amend this Stipulation
4 and Order and resubmit an amended Stipulation and Order to the CCB to review for
5 approval at its next regularly scheduled meeting. If such an agreement cannot be reached,
6 the Parties agree to proceed with the Administrative Action, which shall include a
7 disciplinary hearing before the CCB or its assigned hearing officer. Should the
8 Administrative Action proceed for the reasons set forth in this Paragraph, CCB preserves
9 all its claims and arguments in the Administrative Action as set forth in its Complaint and
10 Respondent preserves all its defenses and arguments he may assert. An unapproved
11 Stipulation and Order shall not be admissible as evidence or referenced in argument at any
12 disciplinary hearing in CCB Case No. 2020-13 or any other matter involving the CCB.

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

28 17. Closure of Disciplinary Action. Once this Stipulation and Order is fully

1 performed by Respondent, the Administrative Action will be closed.

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

23 19. Release. In execution of this agreement, Respondent agrees that the State of
24 Nevada, the CCB, the Office of the Attorney General, and each of their members, staff,
25 attorneys, investigators, experts, hearing officers, consultants and agents are immune from
26 any liability for any decision or action taken in good faith in response to information and
27 data acquired by the CCB. Respondent agrees to release the State of Nevada, the CCB, the
28 Office of the Attorney General, and each of their members, staff, attorneys, investigators,

1 experts, hearing officers, consultants and agents from any and all manner of actions, causes
2 of action, suits, debts, judgments, executions, claims and demands whatsoever, known or
3 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have
4 against any and/or all of the persons, government agencies or entities named in this
5 Paragraph, arising out of, or by reason of, CCB's investigation of the matters set forth in
6 its Complaint, the matters set forth in this Stipulation and Order, or the administration of
7 CCB Case No. 2020-13.

8 20. No Precedence. The Parties agree that this Stipulation and Order shall not
9 constitute a precedent for any other issues or proceedings before the CCB or District Court,
10 other than those set forth in this Stipulation and Order. Furthermore, this Stipulation and
11 Order shall not be admissible in any other proceeding or action with respect to any other
12 matter and/or any other licensee and/or cannabis establishment registration agent, except
13 proceedings brought to enforce this Stipulation and Order under its terms and/or for the
14 CCB's consideration of future disciplinary action against this Respondent, including
15 progressive discipline pursuant to NAC 453D.905, and/or NCCR 4.035 through 4.060. As
16 every case concerns different facts and details, this Stipulation does not act as precedence
17 to bind CCB to impose any particular penalty, to charge or allege any particular violation,
18 and/or to impose any particular disciplinary action in the future for this Respondent, or
19 any other respondent, for violations of the same statutes and/or regulations addressed in
20 this Stipulation and Order. Likewise, CCB is not bound by any previous settlement
21 agreements in entering into this Stipulation and Order.

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

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

27 23. Voluntary and Informed Agreement. Respondent represents that he has read
28 completely and understands fully the terms of this Stipulation and Order, that such terms

1 are fully understood and voluntarily accepted by Respondent in advance of and as
2 memorialized by the signing of this Stipulation and Order, and that Respondent's signature
3 to this Stipulation and Order indicates same. Respondent further represents that he has
4 voluntarily entered into this Stipulation and Order to make a full, final, and complete
5 compromise upon the terms and conditions set forth herein. Respondent further represents
6 that any releases, waivers, discharges, covenants, and agreements provided for in this
7 Stipulation and Order have been knowingly and voluntarily granted and without any
8 duress or undue influence of any nature from any person or entity. The Parties, and each
9 of them, hereby expressly acknowledge that they are each represented by counsel of their
10 own choice in this matter or have had an opportunity to obtain representation by counsel
11 of their choice, and have been advised by counsel or opted not to seek advice from counsel.
12 Respondent acknowledges that he has the right and opportunity to have this Stipulation
13 and Order reviewed by the counsel of his choice and to obtain advice from the counsel of
14 his choice regarding this Stipulation and Order.

15 24. 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 25. 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 26. 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 27. 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 28. 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.

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

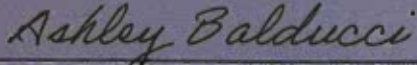
13 30. Time is of the Essence. Time is of the essence in the performance of all terms
14 of this Stipulation and Order.

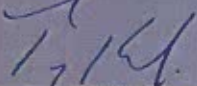
15 31. Severability. If any portion of this Stipulation and Order, or its application
16 thereof to any person or circumstance, shall be deemed to any extent to be invalid, illegal,
17 or unenforceable as a matter of law, all remaining clauses of this Stipulation and Order
18 and its application thereof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

20 32. Counterparts and Copies. This Stipulation and Order may be executed in
21 counterparts, each of which when so executed and upon delivery to counsel of record for the
22 Parties and/or the Parties shall be deemed an original ("Counterparts"). This Stipulation
23 and Order shall be deemed executed when Counterparts of this Stipulation and Order have
24 been executed by all the Parties and/or their counsel; such Counterparts taken together
25 shall be deemed to be the Agreement. This Stipulation and Order may be executed by
26 signatures provided by electronic facsimile or email, which signatures shall be binding and
27 effective as original wet ink signatures hereupon. All fully executed copies of this
28 Stipulation and Order are duplicate originals, equally admissible in evidence.

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

4 
5 Alex Rodriguez Date: 12/07/2020
6

7 
8 L. Kristopher Rath (Nev. Bar No. 5749) Date: 12/7/2020
9 Ashley Balducci (Nev. Bar No. 12687)
10 Senior Deputy Attorney General
11 Counsel for Cannabis Compliance Board

12 
13 Tyler Klimas, Executive Director for the Date: 12/9/2020
14 Cannabis Compliance Board

15 **ORDER**

16 WHEREAS, on 18th day of December, 2020, the Nevada Cannabis
17 Compliance Board approved and adopted all the terms and conditions set forth in the
18 Stipulation and Order for Settlement of Disciplinary Action with Alex Rodriguez.

19 IT IS SO ORDERED.

20 SIGNED AND EFFECTIVE this 18th day of December, 2020.

21 STATE OF NEVADA,
22 CANNABIS COMPLIANCE BOARD

23
24 By: 
25 HON. MICHAEL L. DOUGLAS, CHAIR
26
27
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