

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

3  
4 STATE OF NEVADA, CANNABIS  
COMPLIANCE BOARD,

Case No. 2020-15

5 Petitioner,

6 vs.

7 BRIAN NICKELOS PORRAS,

8 Respondent.  
9

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 Brian Nickelos Porrás ("Respondent"), pro se. Pursuant to  
17 this Stipulation and Order, Respondent and CCB (collectively, the "Parties") hereby  
18 stipulate and agree that CCB Case No. 2020-15 (the "Administrative Action") shall be fully  
19 and 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.<sup>1</sup>

28 <sup>1</sup> 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.     Respondent has not answered the Complaint, but the parties have engaged in  
2 good faith negotiations to reach an agreement that is mutually acceptable to Respondent  
3 and counsel for the CCB for resolution of this matter, with the understanding that this  
4 Stipulation and Order must be approved by majority vote of the members of the CCB.

5                                   **ACKNOWLEDGEMENTS AND APPLICABLE LAW**

6           This Stipulation and Order is made and based upon the following acknowledgements  
7 by the Parties:

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

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

25           5.     Respondent acknowledges that this Stipulation and Order shall only become  
26 effective after the CCB has approved it.

27           6.     Respondent enters this Stipulation and Order after being fully advised of  
28 Respondent's rights and as to the consequences of this Stipulation and Order. This

1 Stipulation and Order embodies the entire agreement reached between the CCB and  
2 Respondent. It may not be altered, amended, or modified without the express written  
3 consent of the Parties and all alterations, amendments and/or modifications must be in  
4 writing.

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

15 8. To resolve the Administrative Action, Respondent specifically admits to  
16 selling or otherwise diverting marijuana to a person who is not authorized by law to possess  
17 marijuana, a revocable offense pursuant to NAC 453D.365(3)(a), with respect to the  
18 Complaint in CCB Case No. 2020-15.

19 9. Respondent further agrees to revocation of his cannabis establishment agent  
20 registration cards, prior and existing, for a four-year period from the date the CCB approves  
21 this Stipulation and Order and agrees to pay the civil penalty of \$1,250 within the four-  
22 year revocation period. If Respondent fails to pay the civil penalty of \$1,250 within the four-  
23 year revocation period, then his cannabis establishment agent registration cards, prior and  
24 existing, will be revoked for nine years and 11 months in consideration for his admitted  
25 violation of NAC 453D.365(3)(a) and in consideration of CCB's agreement to resolve the  
26 Administrative Action on the terms set forth herein. At the end of the four years or nine  
27 year and 11-month revocation period, Respondent may request reinstatement of his  
28 cannabis establishment agent registration cards from the CCB pursuant to NCCR 4.030(b).

1 10. If the CCB approves this Stipulation and Order, it shall be deemed and  
2 considered disciplinary action by the Board against Respondent.

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

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

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

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

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

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

26       16. Closure of Disciplinary Action. Once this Stipulation and Order is fully  
27 performed by Respondent, the Administrative Action will be closed.

28       17. Communications with CCB Members. Respondent understands that this

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

21 18. 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. 2020-15.

6 19. 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. The CCB may consider the discipline imposed herein in any future  
14 disciplinary action against Respondent, as required under NCCR 4.030(2), along with the  
15 other factors set forth in NCCR 4.030(2), and possible progressive discipline pursuant to  
16 NAC 453D.905 and/or NCCR 4.035 through 4.060. As every case concerns different facts  
17 and details, this Stipulation does not act as precedence to bind CCB to impose any  
18 particular penalty, to charge or allege any particular violation, and/or to impose any  
19 particular disciplinary action in the future for this Respondent, or any other respondent,  
20 for violations of the same statutes and/or regulations addressed in this Stipulation and  
21 Order. Likewise, CCB is not bound by any previous settlement agreements it has approved  
22 in entering into this Stipulation and Order.

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

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

28 22. Voluntary and Informed Agreement. Respondent represents that he has read

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

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

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

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



1 paragraph and not such caption shall govern in the construction of this Stipulation and  
2 Order.

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

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

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

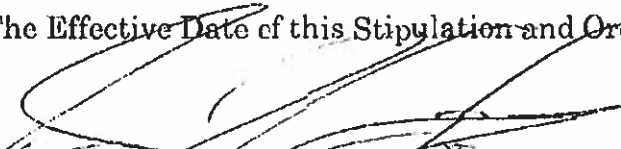
14 29. Time is of the Essence. Time is of the essence in the performance of all terms  
15 of this Stipulation and Order.


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


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

1 Stipulation and Order are duplicate originals, equally admissible in evidence.

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

5  
6  Date: 12-21-2020  
7 Brian Nickelos Porras

8  Date: 01/05/2021  
9 L. Kristopher Rath (Nev. Bar No. 5749)  
10 Ashley Balducci (Nev. Bar No. 12687)  
11 Senior Deputy Attorney General  
12 Counsel for Cannabis Compliance Board

13  Date: 1/15/2021  
14 Tyler Klimas, Executive Director for the  
15 Cannabis Compliance Board

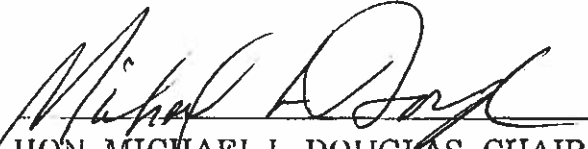
16 **ORDER**

17 WHEREAS, on 26th day of January 2021, the Nevada Cannabis Compliance Board  
18 approved and adopted all the terms and conditions set forth in the Stipulation and Order  
19 for Settlement of Disciplinary Action with Brian Nickelos Porras.

20 IT IS SO ORDERED.

21 SIGNED AND EFFECTIVE this 26 day of Jan, 2021.

22 STATE OF NEVADA,  
23 CANNABIS COMPLIANCE BOARD

24  
25 By:   
26 HON. MICHAEL L. DOUGLAS, CHAIR  
27  
28