

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

3 STATE OF NEVADA, CANNABIS
4 COMPLIANCE BOARD,

5 Petitioner,

Case No. 2022-61

6 vs.

7 ERIK DANIEL RODRIGUEZ,

8 Respondent.

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

10 The Cannabis Compliance Board of the State of Nevada (the “CCB”), by and through
11 counsel, Aaron D. Ford, Attorney General of the State of Nevada Emily N. Bordelove, Esq.,
12 Senior Deputy Attorney General, L. Kristopher Rath, Esq., Senior Deputy Attorney
13 General, Ashley A. Balducci, Esq., Senior Deputy Attorney General, hereby enters into this
14 Stipulation and Order for Settlement of Disciplinary Action (“Stipulation and Order”) with
15 ERIK DANIEL RODRIGUEZ (“RODRIGUEZ” or “Respondent”) *pro se*. Under this
16 Stipulation and Order, RODRIGUEZ and the CCB (collectively, the “Parties”) hereby
17 stipulate and agree that Case No. 2022-61 (the “Administrative Action”) shall be fully and
18 finally settled and resolved upon terms and conditions set out herein.

19 **PERTINENT FACTS**

20 1. On February 7, 2022, the CCB initiated this disciplinary action via the service and
21 filing of a Complaint for Disciplinary Action (the “Complaint”). The Complaint alleges that,
22 contrary to Nevada law, RODRIGUEZ failed to verify the age of an underage individual by
23 failing to scan the underage individual’s identification card in the fully functioning
24 Veriscan, opting to visually examine the card instead, and allowing the underage individual
25 to purchase cannabis. The Complaint alleged a violation NRS 678B.385(2), a revocable
26 offense, or alternatively violations of NCCR 7.020 & 4.040(1)(a)(3), a Category II violation.

27 2. The CCB granted RODRIGUEZ a fifteen (15) day extension to submit his Answer
28 to the above Complaint.

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

5 8. In an effort to avoid the cost and uncertainty of a disciplinary hearing,
6 RODRIGUEZ has agreed to settle this matter. In settling this matter, RODRIGUEZ
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. RODRIGUEZ further
9 acknowledges that specific facts contained in the Complaint in Case No. 2022-61 could be
10 found to constitute violations of Title 56 of NRS (NRS Chapters 678A through 678D) and
11 the NCCR, with penalties up to and including a civil penalty of \$2,500 and revocation of
12 his cannabis establishment agent registration cards if this matter went to an
13 administrative hearing.

14 9. To resolve the Administrative Action, RODRIGUEZ admits explicitly to allowing
15 an underage individual to purchase cannabis under NCCR 7.020 & 4.040(1)(a)(3), with
16 respect to the Complaint in CCB Case No. 2022-61.

17 10. RODRIGUEZ further agrees to revocation of his cannabis establishment agent
18 registration cards, prior and existing, for a four (4) year period from the date the CCB
19 approves this Stipulation and Order and agrees to pay the civil penalty of \$2,500 within
20 the four (4) year revocation period. If RODRIGUEZ fails to pay the civil penalty of \$2,500
21 within the four (4) year revocation period, then his cannabis establishment agent
22 registration cards, prior and existing, will be revoked for nine (9) years and eleven (11)
23 months in consideration for his admitted violation of NCCR 7.020 & 4.040(1)(a)(3) and in
24 consideration of CCB's agreement to resolve the Administrative Action on the terms set
25 forth herein. At the end of the four (4) year or nine (9) year and eleven (11) month revocation
26 period, whichever applicable, RODRIGUEZ may request reinstatement of his cannabis
27 establishment agent registration cards from the CCB under NCCR 4.030(b).

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

1 a disciplinary action by the Board against RODRIGUEZ.

2 12. Both Parties acknowledge that the CCB has jurisdiction to consider and order this
3 Stipulation and Order because RODRIGUEZ holds and/or held a privileged cannabis
4 establishment agent registration cards regulated by the CCB as of July 1, 2020.
5 RODRIGUEZ expressly, knowingly, and intentionally waives the twenty-one (21) day
6 and/or five (5) day notice requirements contained in the Nevada Open Meeting Law and
7 acknowledges that this Stipulation and Order may be presented to the CCB for its
8 consideration and potential ratification at the Board's next meeting on March 22, 2022.

9 STIPULATED ADJUDICATION

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

13 13. Revocation. RODRIGUEZ's prior and existing cannabis establishment agent
14 registration cards are deemed revoked for a four (4) year period only if RODRIGUEZ pays
15 the civil penalty of \$2,500 within that time, or nine (9) years and eleven (11) months if
16 RODRIGUEZ fails to pay the civil penalty of \$2,500 within the four (4) year revocation
17 period from the CCB, effective on the date the CCB approves this Stipulation and Order.
18 Should RODRIGUEZ seek reinstatement of his cannabis establishment agent registration
19 cards after the revocation period, the CCB may consider this discipline in determining
20 whether to reinstate RODRIGUEZ's cannabis establishment agent registration cards. In
21 exchange for RODRIGUEZ's agreements herein, CCB shall not seek any further discipline
22 against him for the violations alleged in the Complaint in Case No. 2022-61.

23 14. Surrender of Agent Cards. RODRIGUEZ shall surrender any cannabis
24 establishment agent registration cards in his possession to the CCB within thirty (30) days
25 of the date the CCB approves this Stipulation and Order.

26 15. Contingency if Approval Denied. If the CCB denies approval of this Stipulation
27 and Order, RODRIGUEZ and counsel for the CCB agree to resume settlement negotiations
28 in good faith and attempt to reach an agreement to amend this Stipulation and Order and

1 resubmit an amended Stipulation and Order to the CCB to review for approval at its next
2 regularly scheduled meeting. If the Parties cannot reach such an agreement, the Parties
3 agree to proceed with the Administrative Action, which shall include a disciplinary hearing
4 before the CCB or its assigned hearing officer. Should the Administrative Action proceed
5 for the reasons outlined in this Paragraph, CCB preserves all its claims and arguments in
6 the Administrative Action as outlined in its Complaint, and RODRIGUEZ preserves all
7 defenses and arguments he may assert. An unapproved Stipulation and Order shall not be
8 admissible as evidence or referenced in argument at any disciplinary hearing in CCB Case
9 No. 2022-61 or any other matter involving the CCB.

10 16. Contingency if Approval Conditioned. If the CCB approves this Stipulation and
11 Order but said approval is contingent on certain conditions, the Parties will undertake
12 further good faith negotiations to include said conditions in an amended Stipulation and
13 Order for execution by the CCB Chair. If RODRIGUEZ does not agree to the specific
14 conditions imposed by the CCB, the Parties will undertake additional negotiations and
15 attempt to reach an agreement to amend this Stipulation and Order and resubmit an
16 amended Stipulation and Order to the CCB to review for approval at its next regularly
17 scheduled meeting. If the Parties cannot reach such an agreement, the Parties agree to
18 proceed with the Administrative Action, which shall include a disciplinary hearing before
19 the CCB or its assigned hearing officer. Should the Administrative Action proceed for the
20 reasons outlined in this Paragraph, CCB preserves all its claims and arguments in the
21 Administrative Action as outlined in its Complaint, and RODRIGUEZ preserves all
22 defenses and arguments he may assert. An unapproved Stipulation and Order shall not be
23 admissible as evidence or referenced in argument at any disciplinary hearing in CCB Case
24 No. 2022-61 or any other matter involving the CCB.

25 17. Closure of Disciplinary Action. Once RODRIGUEZ fully performs this Stipulation
26 and Order, the Administrative Action will be closed.

27 18. Communications with CCB Members. RODRIGUEZ understands that this
28 Stipulation and Order will be presented to the CCB in an open session at a duly noticed

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

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

1 may have or claim to have against any and/or all of the persons, government agencies or
2 entities named in this Paragraph, arising out of, or because of, the CCB's investigation of
3 the matters outlined in its Complaint, the matters outlined in this Stipulation and Order,
4 or the administration of Case No. 2022-61.

5 20. No Precedence. The Parties agree that this Stipulation and Order shall not
6 constitute precedent for any other issues or proceedings before the CCB or District Court,
7 other than those outlined in this Stipulation and Order. Furthermore, this Stipulation and
8 Order shall not be admissible in any other proceeding or action with respect to any other
9 matter and/or any other licensee and/or cannabis establishment registration agent, except
10 proceedings brought to enforce this Stipulation and Order under its terms and/or for the
11 CCB's consideration of future disciplinary action against RODRIGUEZ. The CCB may
12 consider the discipline imposed herein in any future disciplinary action against
13 RODRIGUEZ, as required under NCCR 4.030(2), along with the other factors outlined in
14 NCCR 4.030(2), and possible progressive discipline under NCCR 4.035 through 4.060. As
15 every case concerns different facts and details, this Stipulation and Order does not act as
16 precedence, or persuasive authority, to bind the CCB to impose any particular penalty, to
17 charge or allege any particular violation, and/or to impose any particular disciplinary
18 action in the future for RODRIGUEZ, or any other respondent, for violations of the same
19 statutes and/or regulations addressed in this Stipulation and Order. Likewise, the CCB is
20 not bound by any previous settlement agreements it has approved in entering into this
21 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. RODRIGUEZ represents that he has
28 completely read and fully understands the terms of this Stipulation and Order, that such

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

15 24. Warranties of Authority. The Parties to this Stipulation and Order, and each of
16 them, expressly warrant and represent to all other Parties that each has the full right, title,
17 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 to the
21 benefit of the Parties hereto and the Parties' respective successors, predecessors, parents,
22 affiliates, shareholders, employees, heirs, executors, assigns, and administrators.

23 26. Construction. The headings of all Sections and Paragraphs of this Stipulation and
24 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 construed
3 in accordance with the laws of the State of Nevada, without reference to conflict of law
4 principles.

5 28. Jurisdiction and Forum Selection. The Parties consent to the jurisdiction of the
6 Eighth Judicial District Court of the State of Nevada, in and for Clark County, to resolve
7 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 the
9 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 of
14 this Stipulation and Order.

15 31. Severability. If any portion of this Stipulation and Order, or its application thereof
16 to any person or circumstance, shall be deemed to any extent to be invalid, illegal, or
17 unenforceable as a matter of law, all remaining clauses of this Stipulation and Order and
18 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 _____
6 ERIK DANIEL RODRIGUEZ,
7 Respondent

Date: 03/12/2022

8 
9 _____
10 EMILY N. BORDEAVE (Bar No. 13202)
11 Senior Deputy Attorney General
12 Attorneys for the Cannabis Compliance Board

Date: 03/14/2022

13 
14 _____
15 TYLER KLIMAS, Executive Director for the
16 Cannabis Compliance Board

Date: 3/23/22

17 **ORDER**

18 WHEREAS, on 22nd day of March, 2022, the Nevada Cannabis
19 Compliance Board approved and adopted all the terms and conditions set forth in the
20 Stipulation and Order for Settlement of Disciplinary Action with ERIK DANIEL
21 RODRIGUEZ.

22 IT IS SO ORDERED.

23 SIGNED AND EFFECTIVE this 22nd day of March, 2022.

24 STATE OF NEVADA,
25 CANNABIS COMPLIANCE BOARD

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