

1 Revised Statutes (“NRS”) 678B.385(2) and/or one (1) Category II violation under Nevada
2 Cannabis Compliance Regulations (“NCCR”) 4.040(1)(a)(3), which carries a civil penalty of
3 not more than \$25,000 and a suspension for not more than twenty (20) days.

4 2. On March 3, 2022, EVANS filed his Answer, generally denied the allegations in
5 the Complaint, and requested a hearing. The CCB assigned a hearing officer on March 7,
6 2022, and the Parties participated in an Early Case Conference on March 29, 2022.

7 3. On April 12, 2022, due to ongoing settlement negotiations, the Parties agreed to a
8 stay of the administrative action that the Hearing Officer approved.

9 4. The Parties have engaged in good faith negotiations to reach an agreement that is
10 mutually acceptable to EVANS, CCB staff, and counsel for the CCB to resolve this matter,
11 with the understanding that this Stipulation and Order must be approved by a majority
12 vote of the members of the CCB.

13 **ACKNOWLEDGEMENTS AND APPLICABLE LAW**

14 This Stipulation and Order is made and based upon the following acknowledgments
15 by the Parties:

16 5. EVANS has entered into this Stipulation and Order on his own behalf and with
17 full authority to resolve the claims against him and is aware of his rights to contest the
18 violations pending against him. These rights include representation by an attorney at
19 EVANS' own expense, the right to a hearing on any violations or allegations formally filed,
20 the right to confront and cross-examine witnesses called to testify against EVANS, the right
21 to present evidence on EVANS' own behalf, the right to testify on EVANS' behalf, the right
22 to obtain any other type of formal judicial review of this matter, and any other rights which
23 may be accorded to EVANS under provisions of Title 56 of NRS (NRS Chapters 678A
24 through 678D), the NCCR, and any other provisions of Nevada law. EVANS waives all
25 these rights by entering into this Stipulation and Order.

26 6. Should this Stipulation and Order be rejected by the CCB or not timely performed
27 by EVANS, the Parties agree that presentation to and consideration by the CCB of such
28 proposed stipulation or other documents or matters pertaining to the consideration of this

1 Stipulation and Order shall not unfairly or illegally prejudice the CCB or any of its
2 members from further participation, consideration, adjudication, or resolution of these
3 proceedings and that no CCB member shall be disqualified or challenged for bias.

4 7. EVANS acknowledges that this Stipulation and Order shall only become effective
5 after the CCB has approved it.

6 8. EVANS enters this Stipulation and Order after being fully advised of EVANS'
7 rights and as to the consequences of this Stipulation and Order. This Stipulation and Order
8 embodies the entire agreement reached between the CCB and EVANS. It may not be
9 altered, amended, or modified without the express written consent of the Parties. All
10 alterations, amendments, and/or modifications to this Stipulation and Order must be in
11 writing.

12 9. In an effort to avoid the cost and uncertainty of a disciplinary hearing, EVANS has
13 agreed to settle this matter. In settling this matter, EVANS acknowledges that the facts
14 contained in the Paragraphs in the above "PERTINENT FACTS" portion of this Stipulation
15 and Order are true and correct. EVANS further acknowledges that specific facts contained
16 in the Complaint in Case No. 2022-59 could be found to constitute violations of Title 56 of
17 NRS (NRS Chapters 678A through 678D) and the NCCR, with penalties up to and
18 including a civil penalty of \$25,000 and revocation of his cannabis establishment agent
19 registration card if this matter went to an administrative hearing.

20 10. To resolve the Administrative Action, EVANS admits explicitly to allowing an
21 underage individual to purchase cannabis under NCCR 7.020 & 4.040(1)(a)(3) with respect
22 to the Complaint in CCB Case No. 2022-59 and agrees to the following:

- 23 a. A payment of a civil penalty of \$2,500, with a payment plan of \$625 every
24 month for four (4) months, as outlined in Paragraph 15, "Payment of Civil
25 Penalties," section below.
- 26 b. A fourteen (14) calendar day suspension of his cannabis establishment
27 agent registration card, to commence on the date the CCB approves this
28 Stipulation and Order. EVANS is prohibited from working in the cannabis

1 industry during this suspension period. This suspension does not impact
2 his ability to work in a non-cannabis-related position or industry. Once the
3 suspension period ends, EVANS may resume working in the cannabis
4 industry.

5 c. Successful completion of an online course or training on Age-Verification,
6 for example, the We Card Employee Training Course. Evans must submit
7 a course description to CCB staff before taking said course and obtain pre-
8 approval from CCB staff for the course he has selected. EVANS must
9 submit to the CCB submit proof of attendance within sixty (60) days of the
10 date the CCB approves this Stipulation and Order.

11 d. Refrain from committing any other violations of the provisions of Title 56
12 of NRS (NRS Chapters 678A through 678D) and the NCCR for one (1)
13 calendar year, to commence on the date the CCB approves this Stipulation
14 and Order.

15 11. EVANS agrees and understands that his failure to abide by any of the settlement
16 terms in Paragraph 10 above will result in EVANS defaulting on this Stipulation and Order
17 with all allegations in the CCB Complaint in Case No. 2022-59 being deemed admitted. In
18 the case of a default, EVANS shall pay all penalties and receive all discipline set forth
19 under the "RELIEF REQUESTED" section of the Complaint. Such penalties include
20 revocation of his cannabis establishment agent registration card (effective on the date of
21 the order of default) and civil penalties of \$25,000. The CCB will enter an order of default
22 to this effect after default, and all amounts due under this Paragraph shall be immediately
23 due and payable to CCB. In the event of default, as described in this Paragraph, and in
24 addition to all penalties due, to reinstate his revoked cannabis establishment agent
25 registration card, EVANS must request reinstatement from the CCB under NCCR 4.100
26 after a nine (9) year and eleven (11) month period, to commence running on the date the
27 CCB enters the default.

28 12. If the CCB approves this Stipulation and Order, it shall be discipline by the Board

1 against EVANS.

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

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 14. Suspension. As outlined in Paragraph 10(b) above, EVANS' cannabis
14 establishment agent registration card is suspended for a fourteen (14) calendar day period,
15 to commence on the date the CCB approves this Stipulation and Order¹. In exchange for
16 EVANS' agreements herein, the CCB shall not seek any further discipline against him for
17 the violations alleged in the Complaint in Case No. 2022-59.

18 15. Payment of Civil Penalties. EVANS must pay the civil penalty set forth in this
19 Stipulation and Order within the time frames set forth in this Paragraph. EVANS may
20 pay the lump sum of \$2,500 in civil penalties within thirty (30) days of the date the CCB
21 approves this Stipulation and Order. In the alternative, EVANS may pay the civil penalties
22 in four (4) monthly installments of \$625.00 each month (the "Payment Plan Option"). Under
23 the Payment Plan Option, EVANS must pay the first installment on the 15th calendar day
24 of the month² following the CCB meeting at which this Stipulation and Order is approved

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26 ¹ Should the CCB approve this Stipulation and Order at its May 24, 2022, meeting, then the suspension
27 period would commence on at 8:00 a.m., Pacific Time, on May 25, 2022, and conclude at 5:00 p.m., Pacific
28 Time, on June 7, 2022.

² Payment must be physically received at the CCB's Carson City office no later than 5:00 p.m., Pacific Time,
on the 15th day of the month on which it is due. If the 15th day of the month falls on a Saturday, Sunday, or

1 and then, thereafter, on the 15th day of each month³ for the next three (3) months. For
2 example, if this Stipulation and Order is approved at the May 24, 2022, CCB meeting, the
3 payment of \$625.00 each month would be due as follows:

- 4 a. 1st Installment, Wednesday, June 15, 2022, by 5:00 p.m. Pacific Time.
- 5 b. 2nd Installment, Friday, July 15, 2022, by 5:00 p.m. Pacific Time.
- 6 c. 3rd Installment, Monday, August 15, 2022, by 5:00 p.m. Pacific Time.
- 7 d. 4th Installment, Thursday, September 15, 2022, by 5:00 p.m. Pacific Time.

8 EVANS may pay any installment prior to its due date.

9 16. Penalties for Failure to Comply with Payment Plan Option. EVANS acknowledges
10 that it is critical to comply with the strict requirements of the Payment Plan Option.
11 EVANS agrees that, should he fail to make any installment payment timely, the following
12 penalties and procedures will be in effect:

- 13 a. The CCB will allow a five (5) business day grace period for late payments.⁴
- 14 b. If payment is not physically received by the CCB at its Carson City office
15 by 5:00 p.m., Pacific Time, on the last day of the grace period, EVANS shall
16 be in default and have admitted all allegations in the CCB Complaint in
17 Case No. 2022-59 and shall pay all penalties and receive all discipline set
18 forth under the "Relief Requested" section of the Complaint, inclusive of
19 revocation of his cannabis establishment agent registration card (effective
20 on the date of the order of default) and civil penalties of \$25,000. The CCB
21 will enter an order of default to this effect after default, and all amounts
22 due under Paragraph 15 shall be immediately due and payable to the CCB.

23 In the event of default, as described in this Paragraph, and in addition to

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a holiday recognized by the State of Nevada, payment shall be due on the first following business day.

25 ³ As set forth in footnote 1, above, if the 15th day of the months falls on a Saturday, Sunday, or a holiday
26 recognized by the State of Nevada, payment shall be due on the first following business day.

27 ⁴ If a check or other form of payment is returned for insufficient funds, or otherwise rejected, the failed
28 payment will not be considered a payment and no additional time beyond the five (5) day grace period will be
granted for payment.

1 all penalties due, to reinstate his revoked cannabis establishment agent
2 registration card, EVANS must request reinstatement from the CCB
3 under NCCR 4.100 after a nine (9) year and eleven (11) month period, to
4 commence running on the date the CCB enters the default.

5 c. EVANS agrees he cannot and will not file any petition for judicial review
6 and/or any action in any forum for relief from such order of default and
7 that CCB may file any judicial action necessary to recover the amounts
8 owed under this Stipulation and Order, along with its attorneys' fees and
9 costs for recovery of amounts owed.

10 d. EVANS may petition the CCB for an extension of thirty (30) days to pay
11 any of the installments set forth in Paragraph 15, "Payment of Civil
12 Penalties" section above. However, for the CCB to consider any such
13 petition, the CCB must receive said petition no later than five (5) business
14 days prior to the installment deadline (which does not include any grace
15 period). The CCB is not required to grant such a petition. In such a
16 petition, EVANS must demonstrate to the satisfaction of CCB that there
17 are extraordinary and unusual circumstances necessitating the extension
18 requested. The CCB may delegate the decision as to whether to grant such
19 a petition to the CCB Chair.

20 e. If the CCB grants an extension under subsection (d) of this Paragraph,
21 there shall be no grace period on the new payment date or dates. If EVANS
22 does not pay by the new payment date or dates, the provisions, and
23 penalties of subsection (b) of this Paragraph apply.

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

1 agree to proceed with the Administrative Action, which shall include a disciplinary hearing
2 before the CCB or its assigned hearing officer. Should the Administrative Action proceed
3 for the reasons outlined in this Paragraph, the CCB preserves all its claims and arguments
4 in the Administrative Action as outlined in its Complaint, and EVANS preserves all
5 defenses and arguments he asserted in his Answer. An unapproved Stipulation and Order
6 shall not be admissible as evidence or referenced in argument at any disciplinary hearing
7 in CCB Case No. 2022-59 or any other matter involving the CCB.

8 18. Contingency if Approval Conditioned. If the CCB approves this Stipulation and
9 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 EVANS does not agree to the specific conditions
12 imposed by the CCB, the Parties will undertake additional negotiations and attempt to
13 reach an agreement to amend this Stipulation and Order and resubmit an amended
14 Stipulation and Order to the CCB to review for approval at its next regularly scheduled
15 meeting. If the Parties cannot reach such an agreement, the Parties agree to proceed with
16 the Administrative Action, which shall include a disciplinary hearing before the CCB or its
17 assigned hearing officer. Should the Administrative Action proceed for the reasons outlined
18 in this Paragraph, the CCB preserves all its claims and arguments in the Administrative
19 Action as outlined in its Complaint, and EVANS preserves all defenses and arguments he
20 asserted in his Answer. An unapproved Stipulation and Order shall not be admissible as
21 evidence or referenced in argument at any disciplinary hearing in CCB Case No. 2022-59
22 or any other matter involving the CCB.

23 19. Closure of Disciplinary Action. Once EVANS fully performs this Stipulation and
24 Order, the Administrative Action will be closed.

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

1 is the Nevada Attorney General and its staff attorneys, will recommend approval of this
2 Stipulation and Order. In the course of seeking the CCB's acceptance of this Stipulation
3 and Order, counsel for the CCB may communicate directly with individual CCB members
4 one at a time. EVANS acknowledges that such communications may be made or conducted
5 *ex parte*, without notice or an opportunity for EVANS to be heard on his part until the
6 public CCB meeting where this Stipulation and Order is discussed, and that such contacts
7 and 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. EVANS agrees that he has no objections to
10 such *ex parte* communications. The CCB agrees that EVANS and/or his 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 EVANS and/or the Attorney General's
13 staff attorneys. EVANS agrees that, should the CCB decline to approve this Stipulation
14 and Order, EVANS will not contest or otherwise object to any CCB member, and/or CCB
15 appointed hearing officer, hearing and adjudicating the Administrative Action based on the
16 aforementioned *ex parte* communications with anyone from the Nevada Attorney General's
17 Office.

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

1 its Complaint, the matters outlined in this Stipulation and Order, or the administration of
2 Case No. 2022-59.

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

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

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

24 25. Voluntary and Informed Agreement. EVANS represents that he has completely
25 read and fully understands the terms of this Stipulation and Order, that such terms are
26 fully understood and voluntarily accepted by EVANS in advance of and as memorialized by
27 the signing of this Stipulation and Order, and that EVANS' signature to this Stipulation
28 and Order indicates the same. EVANS further represents that he has voluntarily entered

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

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

16 27. Binding Effect. This Stipulation and Order shall be binding upon and inure to the
17 benefit of the Parties hereto and the Parties' respective successors, predecessors, parents,
18 affiliates, shareholders, employees, heirs, executors, assigns, and administrators.

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

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

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

4 31. Interpretation. This Stipulation and Order results from negotiations among the
5 Parties who have each negotiated and reviewed its terms. In the event a Court ever
6 construes this Agreement, the Parties expressly agree, consent, and assent that such Court
7 shall not construe this Agreement or any provision hereof against any Party as its drafter
8 for purposes of interpreting any ambiguity or uncertainty in this Stipulation and Order.

9 32. Time is of the Essence. Time is of the essence in the performance of all terms of
10 this Stipulation and Order.

11 33. Severability. If any portion of this Stipulation and Order, or its application thereof
12 to any person or circumstance, is held to any extent to be invalid, illegal, or unenforceable
13 as a matter of law, all remaining clauses of this Stipulation and Order and its application
14 thereof shall be not affected and shall remain enforceable to the fullest extent permitted by
15 law.

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

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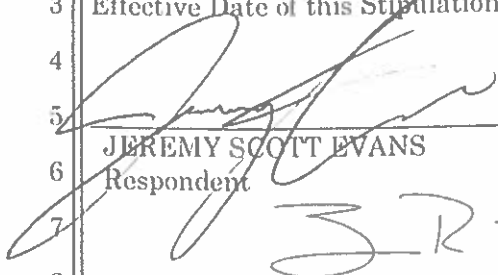
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IN WITNESS WHEREOF, this Stipulation and Order has been signed by the Parties and attested by their duly authorized representatives as of the date(s) so indicated. The Effective Date of this Stipulation and Order shall be the date it is ordered by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



JEREMY SCOTT EVANS
Respondent

Date: 5/12/22



BRIAN HARDY Esq.
DOMINQUE BOSA-EDWARDS Esq.
Attorneys for Respondent
JEREMY SCOTT EVANS

Date: _____



ASHLEY A. BALDUCCI (Bar No. 12687)
Senior Deputy Attorney General
EMILY N. BORDELOVE (Bar No. 13202)
Senior Deputy Attorney General
Attorneys for the Cannabis Compliance Board

Date: 5/12/2022

ORDER

WHEREAS, on 24th day of May, 2022, the Nevada Cannabis Compliance Board approved and adopted all the terms and conditions set forth in the Stipulation and Order for Settlement of Disciplinary Action with JEREMY SCOTT EVANS.

IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 24th day of May, 2022.

STATE OF NEVADA,
CANNABIS COMPLIANCE BOARD

By:


HON. MICHAEL L. DOUGLAS, CHAIR