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

STATE OF NEVADA, CANNABIS
COMPLIANCE BOARD,

Case No. 2022-81

Petitioner,

vs.

TRYKE COMPANIES SO NV, LLC
(D030, RD030),

Respondent.

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STIPULATION AND ORDER FOR SETTLEMENT OF DISCIPLINARY ACTION

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The Cannabis Compliance Board (the "CCB"), by and through its counsel, Aaron D. Ford, Attorney General for the State of Nevada, and L. Kristopher Rath, Esq., Senior Deputy Attorney General, hereby enters into this Stipulation and Order for Settlement of Disciplinary Action ("Stipulation and Order") with Respondent Tryke Companies SO NV, LLC (hereinafter "TRYKE D030" or "Respondent"), by and through its counsel of record, Joel Schwarz, Esq., of the law firm of Hone Law. Pursuant to this Stipulation and Order, TRYKE D030 and CCB (collectively, the "Parties") hereby stipulate and agree that CCB Case No. 2022-81 (the "Administrative Action") shall be fully and finally settled and resolved upon the terms and conditions set out herein.

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PERTINENT FACTS

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1. On or about April 28, 2022, the CCB initiated this disciplinary action via the service and filing of a Complaint for Disciplinary Action (the "Complaint"). The Complaint alleges, *inter alia*, that, contrary to Nevada law, the TRYKE D030 medical cannabis dispensary (D030) and adult-use cannabis retail store (RD030): obstructed regulatory personnel (the CCB's staff) from performing their official duties; intentionally (or in the alternative unintentionally) concealed evidence during the course of a CCB investigation; failed to maintain required surveillance systems; made unintentionally false statements to

1 Board agents; and failed to follow seed-to-sale tracking requirements.

2 2. TRYKE D030 has not filed an Answer and/or a Request for a Hearing as of
3 the date of this Stipulation and Order. Rather, TRYKE D030 requested and was granted
4 an extension to file its Answer and Request for a Hearing of 15 days in order to initiate and
5 proceed with settlement negotiations. The current due date for TRYKE D030's Answer and
6 Request for a Hearing is June 2, 2022. However, should the Board approve this Stipulation
7 and Order at its May 24, 2022, meeting, there would be no need for TYRKE D030 to file an
8 Answer or Request for a Hearing.

9 3. As to the factual allegations in the Complaint in CCB Case No. 2022-81,
10 TRYKE D030 specifically admits to all allegations in Paragraphs 6, 7, 8, 9, 10, 11, and 12.
11 As to Paragraph 13 of the Complaint, TRYKE D030 admits that the fourth quarter
12 inventory reports for D030 and RD030 were inaccurate.

13 4. The Parties have engaged in good faith settlement negotiations to reach an
14 agreement that is mutually acceptable to Respondent, CCB staff, and counsel for the CCB,
15 for resolution of the Administrative Action, with the understanding that this Stipulation
16 and Order must be approved by majority vote of the members of the CCB to become
17 effective.

18 ACKNOWLEDGEMENTS AND APPLICABLE LAW

19 This Stipulation and Order is made and based upon the following acknowledgements
20 by the Parties:

21 5. TRYKE D030 has entered into this Stipulation and Order on its own behalf
22 and with full authority to resolve the claims against it and is aware of TRYKE D030's rights
23 to contest the violations pending against it. These rights include representation by an
24 attorney at TRYKE D030's own expense, the right to a hearing on any violations or
25 allegations formally filed, the right to confront and cross-examine witnesses called to testify
26 against TRYKE D030, the right to present evidence on TRYKE D030's own behalf, the right
27 to have witnesses testify on TRYKE D030's behalf, the right to obtain any other type of
28 formal judicial review of this matter, and any other rights which may be accorded to

1 TRYKE D030 pursuant to provisions of NRS Chapters 678A through 678D, the Nevada
2 Cannabis Compliance Regulations (NCCR), and any other provisions of Nevada law.
3 TRYKE D030 is waiving all these rights by entering into this Stipulation and Order. If the
4 CCB rejects this Stipulation and Order, or any portion thereof, all such waivers shall be
5 deemed withdrawn by TRYKE D030.

6 6. Should this Stipulation and Order be rejected by the CCB or not timely
7 performed by TRYKE D030, it is agreed that presentation to and consideration by the CCB
8 of such proposed stipulation or other documents or matters pertaining to the consideration
9 of this Stipulation and Order shall not unfairly or illegally prejudice the CCB or any of its
10 members from further participation, consideration, adjudication, and/or resolution of these
11 proceedings and that no CCB member shall be disqualified or challenged for bias.

12 7. TRYKE D030 acknowledges that this Stipulation and Order shall only become
13 effective after the CCB has approved it.

14 8. TRYKE D030 enters this Stipulation and Order after being fully advised of
15 TRYKE D030's rights and as to the consequences of this Stipulation and Order. This
16 Stipulation and Order embodies the entire agreement reached between the CCB and
17 TRYKE D030. It may not be altered, amended, or modified without the express written
18 consent of the Parties, and all alterations, amendments and/or modifications must be in
19 writing. The Parties stipulate and agree that this Stipulation and Order, if approved by
20 the Board, resolves only the allegations set forth in the Administrative Action via the
21 Complaint in Case No. 2022-81.

22 9. In an effort to avoid the cost and uncertainty of a disciplinary hearing, TRYKE
23 D030 has agreed to settle this matter. For purposes of settling this matter, TRYKE D030
24 acknowledges that the facts contained in the paragraphs in the above "Pertinent Facts"
25 portion of this Stipulation and Order are true and correct. Without waiving any
26 constitutional rights against self-incrimination, TRYKE D030 further acknowledges that
27 certain facts contained in the CCB Complaint in Case No. 2022-81 could be found to
28 constitute violations of Title 56 of NRS (NRS Chapters 678A through 678D), and the NCCR,

1 with penalties up to and including revocation, suspension, and/or civil penalties of up to
2 \$200,000 for D030 and RD030, if this matter went to an administrative hearing.

3 10. In settling this matter, the Executive Director for CCB and counsel for CCB
4 have considered the factors set forth in NCCR 4.030(2), including: the gravity of the
5 violations; the economic benefit or savings, if any, resulting from the violations; the size of
6 the business of the violator; the history of compliance with the NCCR and Title 56 of NRS
7 by the violator; actions taken to remedy and/or correct the violations; and the effect of the
8 penalty on the ability of the violator to continue in business.

9 11. To resolve the Administrative Action, and only for those purposes and no
10 other, TRYKE D030 specifically admits to the following violations with respect to the
11 Complaint in CCB Case No. 2022-81 for licenses D030 and RD030:

- 12 a. One violation of NCCR 4.035(1)(a)(11), for obstructing regulatory
13 personnel from performing their official duties, which constitutes one
14 Category I violation.
- 15 b. One violation of NCCR 4.040(1)(a)(2), for unintentionally destroying or
16 concealing evidence, which constitutes a Category II violation.
- 17 c. One violation of NCCR 4.040(1)(a)(14), for failing to maintain a
18 required surveillance system, which constitutes a second Category II
19 violation.
- 20 d. One violation of NCCR 4.050(1)(a)(3), for failing to follow seed-to-sale
21 tracking requirements, which constitutes a Category III violation.
- 22 e. One violation of NCCR 4.055(1)(a)(8), for improper storage of cannabis
23 and cannabis products, which constitutes a Category IV violation.

24 12. With respect to D030 and RD030, TRYKE D030 further agrees to pay a civil
25 penalty in the amount of \$205,000¹ in consideration for its admitted violations in
26 Paragraph 11, above, and in consideration for the CCB's agreement to resolve the
27 Administrative Action on the terms set forth herein, within the time set forth in Paragraph
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¹ To be apportioned \$102,500 to D030 and \$102,500 to RD030.

1 17, below.

2 13. If the CCB approves this Stipulation and Order, it shall be deemed and
3 considered disciplinary action by the CCB against TRYKE D030.

4 14. Both parties acknowledge that the CCB has jurisdiction to consider and order
5 this Stipulation and Order because TRYKE D030 holds privileged licenses regulated by the
6 CCB as of July 1, 2020. TRYKE D030 expressly, knowingly, and intentionally waives the
7 21-day and/or 5- day notice requirements contained in the Nevada Open Meeting Law and
8 acknowledges that this Stipulation and Order may be presented to the CCB for its
9 consideration and potential ratification at the CCB's meeting on May 24, 2022.

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 15. Violations: As to licenses D030 and RD030, TRYKE D030 is found to have
15 committed one Category I violation, two Category II violations, one Category III violation
16 and one Category IV violation, as set forth in Paragraphs 11(a) through 11(e), above.

17 16. Imposition of Civil Penalties. TRYKE D030 shall pay a total civil penalty in
18 the amount of two hundred and five thousand dollars (\$205,000) within the time set forth
19 in Paragraph 17 below, to be apportioned as set forth in Paragraph 12, above.

20 17. Payment of Civil Penalties. TRYKE D030 must pay the total civil penalty set
21 forth in this agreement within 30 days of the date the CCB approves this Stipulation and
22 Order². TRYKE D030 acknowledges that it is critical to comply with the strict
23 requirements of the deadline for payment. TRYKE D030 agrees that, should it fail to make
24 timely payment of the civil penalty, the foregoing penalties and procedures will be in effect:

25 a. CCB will allow a five-business day grace period for late payment³.

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27 ² Should the CCB approve this Stipulation and Order at its May 24, 2022, meeting, payment would be due
on and must be physically received by Thursday, June 23, 2022.

28 ³ If a check or other form of payment is returned for insufficient funds, or otherwise rejected, the failed
payment will not be considered a payment and no additional time beyond the five-business day grace period
will be granted for payment.

- 1 b. If payment is not physically received by the CCB at its Carson City office by
2 5:00 p.m., Pacific Time, on the last day of the grace period, TRYKE D030 shall
3 be deemed in default and deemed to have admitted all allegations in the CCB's
4 Complaint in Case No. 2022-81 and shall pay all penalties and receive all
5 discipline set forth under the "Relief Requested" section of the Complaint,
6 inclusive of the revocation of licenses D030 and RD030 (effective on the date
7 of the order of default) and civil penalties of \$205,000, plus a \$50,000 late
8 payment penalty, for a total of \$255,000. The CCB will enter an order of
9 default to this effect after default and all amounts due under this subsection
10 shall be immediately due and payable to the CCB. TRYKE D030 agrees it
11 cannot and will not file any petition for judicial review and/or any action in
12 any forum for relief from this order of default and that the CCB may file any
13 judicial action necessary to recover the amounts owed under this subsection,
14 along with its attorneys' fees and costs for recovery of amounts owed. In the
15 event of default under this Paragraph, TRYKE D030 would not be eligible to
16 apply for reinstatement of its revoked licenses for nine (9) years after the date
17 of revocation of its licenses and any such application would not be granted
18 without prior payment of the full amount of \$255,000.
- 19 c. TRYKE D030 may petition the CCB for an extension of 30-days to pay the
20 civil penalty. However, for the CCB to consider any such petition, the CCB
21 must receive said petition no later than 5 business days prior to the payment
22 deadline (which does not include any grace period). The CCB is not required
23 to grant such a petition. In such a petition, TRYKE D030 must demonstrate
24 to the satisfaction of the CCB that there are extraordinary and unusual
25 circumstances necessitating the extension requested. The CCB may delegate
26 the decision as to whether to grant such a petition to the CCB Chair.
- 27 d. If an extension is granted under Paragraph 17(c), there shall be no grace
28 period on the new payment date. If TRYKE D030 does not pay and/or the

1 CCB does not physically receive payment, by the new payment date, the
2 provisions and penalties of Paragraph 17(b) apply.

3 18. Plan of Correction. Respondent represents and warrants that it has submitted
4 and put in place a plan of correction, which CCB staff has approved, that will remedy and
5 prevent the recurrence of the violations set forth in this Stipulation and Order. In
6 summary, the plan of correction includes the following: (1) Respondent has terminated the
7 two individual employees identified in Paragraph 10 of the Complaint who obstructed the
8 subject investigation; (2) Respondent has terminated the employee identified in Paragraph
9 12 of the Complaint who concealed evidence (and was also one of the same individuals
10 identified in Paragraph 10 of the Complaint); (3) Respondent's General Counsel and
11 Inventory Compliance Manager have instructed TRYKE D030's Executive and
12 Management teams on the statutory and regulatory authority of the CCB and the CCB's
13 staff to conduct full inspections of cannabis licensees; (4) Respondent has installed the
14 required surveillance camera to ensure full video coverage of all stored cannabis and
15 cannabis products; (5) Respondent has trained and instructed its employees to ensure that
16 all cannabis and cannabis products are stored properly in secured locations and are not
17 moved to an alternate location without approval of General Counsel and/or the Compliance
18 Manager; (6) Respondent has instituted a weekly inventory reconciliation process to
19 reconcile and account for any outstanding packages of cannabis that are in the seed-to-sale
20 tracking system, but not physically in the facility, and then to work on a METRC clean-up
21 with CCB for approval to remove any such items out of the METRC inventory; and (7)
22 Respondent has ceased using its point of sale software to run inventory reports, as it did
23 not result in accurate inventory data for those reports. Respondent further represents and
24 warrants that it is now, as of the date it has executed this Stipulation and Order, operating
25 in full compliance with NRS Title 56 and NCCR.

26 19. Contingency if Approval Denied. If approval of this Stipulation and Order is
27 denied by the CCB, TRYKE D030 and counsel for the CCB agree to resume settlement
28 negotiations in good faith and attempt to reach an agreement to amend this Stipulation

1 and Order and resubmit an amended Stipulation and Order to the CCB to review for
2 approval at a subsequent regularly scheduled CCB meeting. If such an agreement cannot
3 be reached, the Parties agree to proceed with the Administrative Action, with TRYKE D030
4 to timely file its Answer and Request for Hearing, and the matter to proceed to a
5 disciplinary hearing before the CCB's assigned hearing officer in the ordinary course.
6 Should the Administrative Action proceed for the reasons set forth in this Paragraph, CCB
7 preserves all its claims and arguments in the Administrative Action as set forth in its
8 Complaint and TRYKE D030 preserves all its defenses and arguments it may set forth in
9 its Answer, and withdraws all waivers set forth herein. An unapproved Stipulation and
10 Order shall not be admissible as evidence or referenced in argument at any disciplinary
11 hearing in CCB Case No. 2022-81 or any other matter involving the CCB.

12 20. Contingency if Approval Conditioned. If the CCB approves this Stipulation
13 and Order, but said approval is contingent on certain conditions, the Parties will undertake
14 further good faith negotiations to include said conditions in an amended stipulation and
15 order for execution by the CCB Chair. If TRYKE D030 does not agree to the certain
16 conditions imposed by the CCB, the Parties will undertake additional negotiations and
17 attempt to reach an agreement to amend this Stipulation and Order and resubmit an
18 amended stipulation and order to the CCB to review for approval at its next regularly
19 scheduled meeting. If such an agreement cannot be reached, the Parties agree to proceed
20 with the Administrative Action, with TRYKE D030 to timely file its Answer and Request
21 for Hearing, and the matter to proceed to a disciplinary hearing before the CCB's assigned
22 hearing officer in the ordinary course. Should the Administrative Action proceed for the
23 reasons set forth in this Paragraph, CCB preserves all its claims and arguments in the
24 Administrative Action as set forth in its Complaint and TRYKE D030 preserves all its
25 defenses and arguments it may set forth in its Answer, and withdraws all waivers set forth
26 herein. An unapproved Stipulation and Order shall not be admissible as evidence or
27 referenced in argument at any disciplinary hearing in CCB Case No. 2022-81 or any other
28 matter involving the CCB.

1 21. Closure of Disciplinary Action. Once this Stipulation and Order is fully
2 performed by TRYKE D030, the Administrative Action will be closed.

3 22. Nothing in this Stipulation and Order shall preclude the CCB from pursuing
4 any separate disciplinary actions against the individual cannabis establishment agent
5 registration cards of the employees and/or agents of Respondent who participated in and/or
6 perpetrated the acts and omissions set forth in Paragraphs 10 and 12 of the Complaint,
7 and the CCB specifically reserves its rights to do so. Should the CCB proceed with
8 disciplinary action against any such cannabis establishment agent, Respondent agrees that
9 it will cooperate with the CCB staff and the CCB's counsel in investigation the actions of
10 such cannabis establishment agents and provide any related documents or information
11 requested in such investigations that is within its custody and/or control⁴. Respondent also
12 agrees to make available, upon reasonable notice, any of its employees, owners, officers,
13 and/or directors, to the extent such individuals remain under Respondent's control, to
14 testify at any disciplinary hearings involving the subject cannabis establishment agents.
15 The Parties agree that, should the CCB approve this Stipulation and Order, this
16 Stipulation and Order, and the Complaint in CCB Case No. 2022-81, may be used as
17 evidence at any subsequent disciplinary proceedings and hearings regarding the cannabis
18 establishment agents identified in Paragraphs 10 and 12 of the CCB Complaint in this
19 case.

20 23. Communications with CCB Members. TRYKE D030 understands that this
21 Stipulation and Order will be presented to the CCB in open session at a duly noticed and
22 scheduled CCB meeting. TRYKE D030 understands that the CCB has the right to decide
23 in its own discretion whether or not to approve this Stipulation and Order. The CCB's
24 counsel, which is the Nevada Attorney General and its staff attorneys, will recommend
25 approval of this Stipulation and Order. In the course of seeking CCB acceptance of this
26 Stipulation and Order, counsel for CCB may communicate directly with individual CCB
27 members. TRYKE D030 acknowledges that such communications may be made or

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⁴ Respondent further agrees that it will preserve for at least five years any documents and/or other evidence relevant to such a disciplinary action against the subject cannabis establishment agents.

1 conducted *ex parte*, without notice or opportunity for TRYKE D030 to be heard on its part
2 until the public CCB meeting where this Stipulation and Order is discussed, and that such
3 contacts and communications may include, but may not be limited to, matters concerning
4 this Stipulation and Order, the Administrative Action and any and all information of every
5 nature whatsoever related to these matters. TRYKE D030 agrees that it has no objections
6 to such *ex parte* communications. The CCB agrees that TRYKE D030 and/or its counsel
7 may appear at the CCB meeting where this Stipulation and Order is discussed and, if
8 requested, respond to any questions that may be addressed to TRYKE D030 and/or the
9 Nevada Attorney General's staff attorneys. TRYKE D030 agrees that, should the CCB
10 decline to approve this Stipulation and Order, TRYKE D030 will not contest or otherwise
11 object to any CCB member, and/or CCB appointed hearing officer, hearing and adjudicating
12 the Administrative Action based on the aforementioned *ex parte* communications with
13 anyone from the Nevada Attorney General's Office.

14 24. Release. Respondent agrees that the State of Nevada, the CCB, the Office of
15 the Attorney General, and each of their members, staff, attorneys, investigators, experts,
16 hearing officers, consultants and agents are immune from any liability for any decision or
17 action taken in good faith in response to information and data acquired by the CCB.
18 Respondent agrees to release the State of Nevada, the CCB, the Office of the Attorney
19 General, and each of their members, staff, attorneys, investigators, experts, hearing
20 officers, consultants and agents from any and all manner of actions, causes of action, suits,
21 debts, judgments, executions, claims and demands whatsoever, known or unknown, in law
22 or equity, that Respondent ever had, now has, may have or claim to have against any and/or
23 all of the persons, government agencies or entities named in this Paragraph, arising out of,
24 or by reason of, CCB's investigation of the matters set forth in the Complaint, the matters
25 set forth in this Stipulation and Order, and/or the administration of CCB Case No. 2022-
26 81.

27 25. No Precedence. *Except as otherwise set forth in Paragraph 22, above,*
28 the Parties agree: (1) That this Stipulation and Order shall not constitute a precedent for

1 any other issues or proceedings before the CCB and/or in any other forum, other than those
2 set forth in this Stipulation and Order; (2) That this Stipulation and Order shall not be
3 admissible in any other proceeding or action with respect to proof of fact or any other matter
4 and/or any other licensee and/or cannabis establishment, except proceedings brought to
5 enforce this Stipulation and Order under its terms and/or for the CCB's consideration of
6 future disciplinary action against this Respondent, and except with respect to any
7 disciplinary proceedings against the cannabis establishment agents who participated in
8 and/or perpetrated the acts and omissions set forth in Paragraphs 10 and 12 of the
9 Complaint.

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

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

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

26 28. Voluntary and Informed Agreement. The Respondent represents that its
27 owners, officers, and/or its directors, who are responsible for and able to legally bind
28 TRYKE D030 have read completely and understand fully the terms of this Stipulation and

1 Order, that such terms are fully understood and voluntarily accepted by Respondent in
2 advance of and as memorialized by the signing of this Stipulation and Order, and that the
3 Respondent's signature to this Stipulation and Order indicates same. Respondent further
4 represents that it 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 Respondent 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 and have been advised by counsel
11 accordingly.

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

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

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

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

1 of law principles.

2 33. Jurisdiction and Forum Selection. The Parties consent to the jurisdiction of
3 the Eighth Judicial District Court of the State of Nevada, in and for Clark County, to
4 resolve any disputes related to the terms or enforcement of this Stipulation and Order. The
5 successful or prevailing Party or Parties in such action shall be entitled to recover
6 reasonable attorney fees, costs, and expenses actually incurred in initiating or responding
7 to such proceeding, in addition to any other relief to which it may be entitled.

8 34. 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 35. Time is of the Essence. Time is of the essence in the performance of all terms
14 of this Stipulation and Order.

15 36. 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 37. 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 shall be deemed an original ("Counterparts"). This Stipulation and Order shall be
23 deemed executed when Counterparts of this Stipulation and Order have been executed by
24 all the Parties and/or their counsel; such Counterparts taken together shall be deemed to
25 be the Agreement. This Stipulation and Order may be executed by signatures provided by
26 electronic facsimile or email, which signatures shall be binding and effective as original
27 wet ink signatures hereupon. All fully executed copies of this Stipulation and Order are
28 duplicate originals, equally admissible in evidence.

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IN WITNESS WHEREOF, this Stipulation and Order has been executed 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.

 _____ Date: May 12, 2022

Joel Schwarz (Nev. Bar No. 9181)
Counsel for Respondent TRYKE D030

Date: _____

(printed name _____),
On behalf of Respondent TRYKE D030

 _____ Date: May 12, 2022

L. Kristopher Rath (Nev. Bar No. 5749)
Senior Deputy Attorney General
Counsel for Cannabis Compliance Board

ORDER

WHEREAS, on the 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 TRYKE D030.

IT IS SO ORDERED.

SIGNED AND EFFECTIVE this ___ day of _____, 2022.


**STATE OF NEVADA,
CANNABIS COMPLIANCE BOARD**

By: _____
HON. MICHAEL L. DOUGLAS, CHAIR


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IN WITNESS WHEREOF, this Stipulation and Order has been executed 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.

Date: _____
Joel Schwarz (Nev. Bar No. 9181)
Counsel for Respondent TRYKE D030



Date: 5/12/2022
(printed name Adam Ryan),
On behalf of Respondent TRYKE D030



Date: May 12, 2022
L. Kristopher Rath (Nev. Bar No. 5749)
Senior Deputy Attorney General
Counsel for Cannabis Compliance Board


ORDER

WHEREAS, on the 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 TRYKE D030.

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