BEFORE THE CANNABIS COMPLIANCE BOARD STATE OF NEVADA

STATE OF NEVADA, CANNABIS COMPLIANCE BOARD.

Case No. 2022-89

Petitioner.

VS.

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CSNLV, LLC.

Respondent.

STIPULATION AND ORDER FOR SETTLEMENT OF DISCIPLINARY ACTION

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 CSNLV, LLC (hereinafter "CSNLV" or "Respondent"), by and through its counsel of record, Kimberly Rushton, Esq. Pursuant to this Stipulation and Order, CSNLV and CCB (collectively, the "Parties") hereby stipulate and agree that CCB Case No. 2022-89 (the "Administrative Action") shall be fully and finally settled and resolved upon terms and conditions set out herein.

PERTINENT FACTS

- Nevada and licensed to operate a medical cannabis cultivation facility with license identification No. C180, an adult-use cannabis cultivation facility with license identification No. RC180, a medical cannabis production facility with license identification No. P113, and an adult-use cannabis production facility with license identification No. RP113. The Nevada Secretary of State currently lists Shayna Indyg and Barbarajean Reuben as the Managing Members of this limited liability company.
- 2. On March 22, 2022, the CCB held a public meeting at which it considered a transfer of interest application ("TOI") submitted by Respondent. Specifically, the CCB



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26 28 considered TOI No. 21065. In sum, TOI No. 21065 sought a transfer of interest in CSNLV from its sole owner, Charles Indyg, to Shayna Indyg (50%) and Barbarajean Reuben (50%). Shortly after submission of TOI No. 21065, Mr. Charles Indyg passed away, so the CCB granted a cannabis receiver agent card to Receiver Dotan Melech and the Court approved appointment of Mr. Melech while TOI 21065 was being investigated by the CCB.

- On presentation of the TOI set forth in Paragraph 2, above, to the CCB at its March 22, 2022, meeting, CCB staff identified several areas of concern, including the fact that there were multiple failures to timely file tax returns over several years spanning the time period of December 2018 through October 2021, CCB staff also noted the fact that, commencing in June 2020, Charles Indyg was in poor health and was not in Las Vegas. Mr. Indyg passed away in December 2021.
- At the CCB's meeting on March 22, 2022, the CCB unanimously approved the TOI set forth in Paragraph 2, above, but referred the issue of the late filed tax returns back to CCB staff and the Attorney General's Office to further investigate possible disciplinary action, as well as the potential for a settlement agreement to resolve the regulatory violations.
- Subsequently, CCB staff, working with the Attorney General's Office, entered 5. into good faith settlement negotiations with CSNLV, through its counsel, Kimberly Rushton, Esq., to attempt to resolve the violations at issue. The Parties were able to come to a mutually acceptable resolution of this matter which is acceptable to CCB staff and the Attorney General's Office, without the necessity of filing a Complaint for Disciplinary Action. CSNLV has agreed to waive the filing and service of a CCB Complaint for Disciplinary Action ("Complaint"), and the Parties understand and agree that this Stipulation and Order must be approved by majority vote of the members of the CCB to become effective. During the process of these negotiations, CCB staff and the Attorney General's Office took into account Mr. Indyg's poor health since June 2020 and death in 2021. However, even with those considerations, there were still fifteen (15) late filed tax returns prior to June 2020. As those late tax returns took place during the time the

Department of Taxation regulated cannabis/marijuana, the Parties agree that the appropriate penalties would be those under the Nevada Administrative Code ("NAC") Chapter 453D.

6. As set forth herein, as to licenses C180, RC180, P113, and RP113, Respondent stipulates to pay a \$2,500 civil penalty for three violations of NAC 453D.905(3)(f)(1), for failing to timely submit monthly tax reports and to accept a warning from CCB pursuant to NAC 453D.905(4)(f)(1), in lieu of the CCB filing and serving a Complaint and proceeding to a disciplinary hearing.

ACKNOWLEDGEMENTS AND APPLICABLE LAW

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

- 7. CSNLV has entered into this Stipulation and Order on its own behalf and with full authority to resolve the claims against it and is aware of CSNLV's rights to contest the violations pending against it. These rights include the filing and service of a disciplinary complaint specifying the charges against Respondent, representation by an attorney at CSNLV's own expense, the right to a hearing on any violations or allegations formally filed, the right to confront and cross-examine witnesses called to testify against CSNLV, the right to present evidence on CSNLV's own behalf, the right to have witnesses testify on CSNLV's behalf, the right to obtain any other type of formal judicial review of this matter, and any other rights which may be accorded to CSNLV pursuant to provisions of NRS Chapters 678A through 678D, the Nevada Cannabis Compliance Regulations ("NCCR"), NRS Chapters 453A and 453D, NAC Chapters 453A and 453D, and any other applicable provisions of Nevada law. CSNLV is waiving all these rights by entering into this Stipulation and Order. If the CCB rejects this Stipulation and Order, or any portion thereof, CSNLV reserves the right to withdraw any or all such waivers.
- 8. Should this Stipulation and Order be rejected by the CCB or not timely performed by CSNLV, it is agreed that presentation to and consideration by the CCB of such proposed stipulation or other documents or matters pertaining to the consideration of

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

- CSNLV acknowledges that this Stipulation and Order shall only become effective after the CCB has approved it.
- CSNLV enters this Stipulation and Order after being fully advised of CSNLV's rights and as to the consequences of this Stipulation and Order. This Stipulation and Order embodies the entire agreement reached between the CCB and CSNLV. It may not be altered, amended, or modified without the express written consent of the Parties and all alterations, amendments and/or modifications must be in writing.
- In an effort to avoid the cost and uncertainty of a disciplinary hearing, CSNLV 11. has agreed to settle this matter. For purposes of settling this matter, CSNLV acknowledges that the facts contained in the paragraphs in the above "Pertinent Facts" portion of this Stipulation and Order are true and correct. Without waiving any constitutional rights against self-incrimination, CSNLV further acknowledges that, if the CCB filed and served a Complaint and the matter proceeded to an administrative hearing, the "Pertinent Facts" could be found to constitute multiple violations of Title 56 of NRS (NRS Chapters 678A through 678D), NRS Chapter 453A, NRS Chapter 453D, NAC Chapter 453A, NAC Chapter 453D, and the NCCR, with civil penalties up to and including over \$300,000 in total, with license suspension, for C180, RC180, P113 and RP113, for each tax return or report filed late, if this matter went to an administrative hearing.
- In settling this matter, the Executive Director for CCB and counsel for CCB 12. have considered the factors set forth in NCCR 4.030(2), including: the gravity of the violations; the economic benefit or savings, if any, resulting from the violations; the size of the business of the violator; the history of compliance with the NCCR and Title 56 of NRS by the violator; actions taken to remedy and/or correct the violations; and the effect of the penalty on the ability of the violator to continue in business. In addition, as set forth in Paragraph 5, above, the Executive Director for CCB and counsel for the CCB have also

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taken into account several situational factors that affected the owners of Respondent.

- 13. To resolve the Administrative Action, and only for those purposes and no other. CSNLV specifically admits to the following violations with respect to CCB Case No. 2022-89 for licenses C180, RC180, P113, and RP113:
 - a. Three violations of NAC 453D.905(3)(f)(1) for failing to submit multiple monthly tax reports, which constitute three Category V violations.
- 14. With respect to C180, RC180, P113, and RP113. CSNLV further agrees to pay a civil penalty in the amount of \$2,500\(^1\) in consideration for its admitted violations in Paragraph 13(a) and accept a formal CCB warning in consideration for its admitted first Category V violation in Paragraph 13(a), and in consideration for the CCB's agreement to resolve the Administrative Action on the terms set forth herein.
- 15. If the CCB approves this Stipulation and Order, it shall be deemed and considered disciplinary action by the CCB against CSNLV.
- 16. Both parties acknowledge that the CCB has jurisdiction to consider and order this Stipulation and Order because CSNLV holds privileged licenses regulated by the CCB as of July 1, 2020. CSNLV expressly, knowingly, and intentionally waives the 21-day and/or 5-day notice requirements contained in the Nevada Open Meeting Law and acknowledges that this Stipulation and Order may be presented to the CCB for its consideration and potential ratification at the CCB's meeting on May 24, 2022.

STIPULATED ADJUDICATION

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

- 17. <u>Violations</u>: As to licenses C180, RC180, P113, and RP113, CSNLV is found to have committed three (3) Category V violations, as set forth in Paragraph 13(a), above.
- 18. <u>Imposition of Civil Penalties</u>. CSNLV shall pay a total civil penalty in the amount of two thousand five hundred dollars (\$2,500) within the time set forth in

¹ To be apportioned \$625 to C180, \$625 to RC180, \$625 to P113, and \$625 to RP113.

 Paragraph 20 below, to be apportioned as set forth in Paragraph 14, above.

- 19. Formal Warning. In accordance with NAC 453D.905(4)(f)(1), the CCB hereby issues a formal warning to CSNLV, as to its first Category V violation in the immediately preceding 2 years: CSNLV shall timely submit all required monthly tax and sales reports, as well as payments. Failure to do so in the future will invoke additional progressive discipline and shall be considered an aggravating factor in considering the amount of civil penalties and any other disciplinary action in any future disciplinary actions.
- 20. Payment of Civil Penalties. If the CCB approves this Stipulation and Order at its July 26, 2022, meeting, CSNLV must pay the civil penalty set forth in this agreement no later than 5:00 p.m., Pacific Time, on Thursday, August 25, 2022. If the CCB approves this Stipulation and Order, or an Amended Stipulation and Order, at a CCB meeting which occurs after July 26, 2022, then CSNLV must pay the civil penalty set forth in this agreement within 30 days of the date the CCB approves this Stipulation and Order. CSNLV acknowledges that it is critical to comply with the strict requirements of the deadline for payment. CSNLV agrees that, should it fail to timely make payment of the civil penalty, the following penalties and procedures will be in effect:
 - a. CCB will allow a five-business day grace period for late payment3.
 - b. If payment is not physically received by CCB at its Carson City office by 5:00 p.m., Pacific Time, on the last day of the grace period, CSNLV shall be deemed to be in breach of this Stipulation and Order, deemed to be in default, and shall pay all amounts due under this Stipulation and Order, as well as an additional late payment penalty of fifteen thousand dollars (\$15,000), and shall have its licenses C180, RC180, P113, and RP113 immediately suspended, with such suspension remaining in place until all amounts due

² Should the due date fall on a Saturday, Sunday, or a holiday recognized by the State of Nevada, payment shall be due on the first following business day, to be received no later than 5:00 p.m., Pacific Time, on that date.

¹ If a check or other form of payment is returned for insufficient funds, or otherwise rejected, the failed payment will <u>not</u> be considered a payment and no additional time beyond the five business day grace period will be granted for payment.

under this Stipulation and Order are paid in full (inclusive of the \$15,000 late payment penalty). The CCB will enter an order of default to this effect after default and all amounts due under this subsection shall be immediately due and payable to CCB. If all amounts due under this section are not paid within 90 days after the date of the order of default, licenses C180, RC180, P113, and RP113 shall be deemed voluntarily surrendered. CSNLV agrees it cannot and will not file any petition for judicial review and/or any action in any forum for relief from this order of default and that CCB may file any judicial action necessary to recover the amounts owed under this subsection, along with its attorneys' fees and costs for recovery of amounts owed.

- c. CSNLV may petition the CCB for an extension of the date to pay the civil penalty. However, for the CCB to consider any such petition, the CCB must receive said petition no later than 5 <u>business</u> days prior to the payment deadline (which does not include any grace period). The CCB is not required to grant such a petition. In such a petition, CSNLV must demonstrate to the satisfaction of the CCB that there are extraordinary and unusual circumstances necessitating the extension requested. The CCB may delegate the decision as to whether to grant such a petition to the CCB Chair.
- d. If an extension is granted under Paragraph 20(c), there shall be no grace period on the new payment date. If CSNLV does not pay by the new payment date, the provisions and penalties of Paragraph 20(b) apply.
- 21. Plan of Correction. Respondent represents and warrants that it has submitted a plan of correction, which CCB staff has approved, that will remedy and prevent the recurrence of the violations set forth in this Stipulation and Order. In summary, the plan of correction includes the following: (1) Respondent retained an accounting firm in March 2022 to handle its tax filings and has worked with that accountant to develop an internal calendaring system to ensure timely returns are filed; (2) In conjunction with the previously appointed cannabis receiver, Respondent has developed a standard operating



procedure addressing its tax obligations and due dates for filings and payments; and (3) Respondent's new owners, Ms. Reuben and Ms. Indyg, plan to be personally involved in every aspect of the business, including ensuring that sales are properly recorded and that all tax returns are timely filed and taxes timely paid when due. Respondent further represents and warrants that it is now, as of the date it has executed this Stipulation and Order, operating in full compliance with NRS Title 56 and the NCCR.

- denied by CCB, CSNLV and counsel for the CCB agree to resume settlement negotiations in good faith and attempt to reach an agreement to amend this Stipulation and Order and resubmit an amended Stipulation and Order to the CCB to review for approval at a subsequent regularly scheduled meeting. If such an agreement cannot be reached, the Parties agree to proceed with the Administrative Action, which shall include the filing and service of a disciplinary complaint and a disciplinary hearing before the CCB or its assigned hearing officer. Should the Administrative Action proceed for the reasons set forth in this Paragraph. CCB preserves all its claims and arguments in the Administrative Action as set forth in its Complaint (to be filed*) and CSNLV preserves all its defenses and arguments it may assert. An unapproved Stipulation and Order shall not be admissible as evidence or referenced in argument at any disciplinary hearing in CCB Case No. 2022-89 or any other matter involving the CCB.
- 23. Contingency if Approval Conditioned. If the CCB approves this Stipulation and Order, but said approval is contingent on certain conditions, the parties will undertake further good faith negotiations to include said conditions in an amended stipulation and order for execution by the CCB Chair. If CSNLV does not agree to the certain conditions imposed by the CCB, the parties will undertake additional negotiations and attempt to reach an agreement to amend this Stipulation and Order and resubmit an amended Stipulation and Order to the CCB to review for approval at a subsequent regularly

⁴ Should the CCB proceed with a disciplinary complaint, said complaint will not be limited to the violations set forth in this settlement agreement and the CCB reserves its rights to include additional regulatory violations in any such disciplinary complaint.

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scheduled meeting. If such an agreement cannot be reached, the Parties agree to proceed with the Administrative Action, which shall include the filing and service of a disciplinary complaint and a disciplinary hearing before the CCB or its assigned hearing officer. Should the Administrative Action proceed for the reasons set forth in this Paragraph, CCB preserves all its claims and arguments in the Administrative Action as set forth in its Complaint (to be filed⁵) and CSNLV preserves all its defenses and arguments it may assert. An unapproved Stipulation and Order shall not be admissible as evidence or referenced in argument at any disciplinary hearing in CCB Case No. 2022-89 or any other matter.

- 24. <u>Closure of Disciplinary Action</u>. Once this Stipulation and Order is fully performed by CSNLV, the Administrative Action will be closed.
- CSNLV understands that this Communications with CCB Members. 25. Stipulation and Order will be presented to the CCB in open session at a duly noticed and scheduled CCB meeting. CSNLV understands that the CCB has the right to decide in its own discretion whether or not to approve this Stipulation and Order. The CCB's counsel, which is the Nevada Attorney General and its staff attorneys, will recommend approval of this Stipulation and Order. In the course of seeking CCB's acceptance of this Stipulation and Order, counsel for CCB may communicate directly with individual CCB members. CSNLV acknowledges that such communications may be made or conducted ex parte, without notice or opportunity for CSNLV to be heard on its part until the public CCB meeting where this Stipulation and Order is discussed, and that such contacts and communications may include, but may not be limited to, matters concerning this Stipulation and Order, the Administrative Action, and any and all information of every nature whatsoever related to these matters. CSNLV agrees that it has no objections to such ex parte communications. CCB agrees that CSNLV and/or its counsel may appear at the CCB meeting where this Stipulation and Order is discussed and, if requested, respond to any questions that may be addressed to CSNLV and/or the Attorney General's staff

Should the CCB proceed with a disciplinary complaint, said complaint will not be limited to the violations set forth in this settlement agreement and the CCB reserves its rights to include additional regulatory violations in any such disciplinary complaint.

attorneys. CSNLV agrees that, should the CCB decline to approve this Stipulation and Order, CSNLV will not contest or otherwise object to any CCB member, and/or CCB appointed hearing officer, hearing and adjudicating the Administrative Action based on the aforementioned ex parte communications with anyone from the Nevada Attorney General's Office.

- Nevada, the CCB, the Office of the Attorney General, and each of their members, staff, attorneys, investigators, experts, hearing officers, consultants and agents⁶ are immune from any liability for any decision or action taken in good faith in response to information and data acquired by the CCB. Respondent agrees to release the State of Nevada, the CCB, the Office of the Attorney General, and each of their members, staff, attorneys, investigators, experts, hearing officers, consultants and agents from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known or unknown, in law or equity, that Respondent ever had, now has, may have or claim to have against any and/or all of the persons, government agencies or entities named in this Paragraph, arising out of, or by reason of, CCB's investigation of the matters set forth in its Complaint, the matters set forth in this Stipulation and Order, or the administration of CCB Case No. 2022-89.
- 27. No Precedence. The Parties agree that this Stipulation and Order shall not constitute a precedent for any other issues or proceedings before the CCB and/or in any other forum, other than those set forth in this Stipulation and Order. Furthermore, this Stipulation and Order shall not be admissible in any other proceeding or action with respect to proof of fact or any other matter and/or any other licensee and/or cannabis establishment registered agent, except proceedings brought to enforce this Stipulation and Order under its terms and/or for the CCB's consideration of future disciplinary action against this Respondent.

The CCB may consider the discipline imposed herein in any future disciplinary

 $^{^6}$ For the purposes of this stipulation and order, the term "agent" does not include a court-appointed receiver to oversee the licensed husiness.

action against Respondent, as required under NCCR 4.030(2), along with the other factors set forth in NCCR 4.030(2), and possible progressive discipline pursuant to NCCR 4.035 through 4.060 and NAC 453D.905(4). As every case concerns different facts and details, this Stipulation does not act as precedence, or persuasive authority, to bind CCB to impose any particular penalty, to charge or allege any particular violation, and/or to impose any particular disciplinary action in the future for this Respondent, or any other respondent, for violations of the same statutes and/or regulations addressed in this Stipulation and Order. Likewise, the CCB is not bound by any previous settlement agreements it has approved in entering into this Stipulation and Order.

- 28. <u>Attorneys' Fees and Costs</u>. The Parties each agree to bear their own attorneys' fees and costs.
- 29. <u>Further Assurances</u>. The Parties shall cooperate in executing such additional documents and performing such further acts as may be reasonably necessary to give effect to the purposes and provisions of this Stipulation and Order.
- 30. Voluntary and Informed Agreement. The Respondent represents that its owners, officers, managers, and/or its directors, who are responsible for and able to legally bind CSNLV have read completely and understand fully the terms of this Stipulation and Order, that such terms are fully understood and voluntarily accepted by Respondent in advance of and as memorialized by the signing of this Stipulation and Order, and that the Respondent's signature to this Stipulation and Order indicates same. Respondent further represents that it has voluntarily entered into this Stipulation and Order to make a full, final, and complete compromise upon the terms and conditions set forth herein. Respondent further represents that any releases, waivers, discharges, covenants, and agreements provided for in this Stipulation and Order have been knowingly and voluntarily granted and without any duress or undue influence of any nature from any person or entity. The Parties, and each of them, hereby expressly acknowledge that they are each represented by counsel of their own choice in this matter and have been advised by counsel accordingly.

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- 31. Warranties of Authority. The Parties to this Stipulation and Order, and each of them, expressly warrant and represent to all other Parties that each has the full right, title, and authority to enter into and to carry out its obligations hereunder, with the sole exception of the required approval of this Stipulation and Order by the CCB. The Parties also expressly acknowledge the foregoing authority.
- Binding Effect. This Stipulation and Order shall be binding upon and inure 32. to the benefit of the Parties hereto and the Parties' respective successors, predecessors, parents. affiliates, shareholders, employees, heirs, executors, assigns, and administrators.
- Construction. The headings of all Sections and Paragraphs of this Stipulation 33. and Order are inserted solely for the convenience of reference and are not a part of the Stipulation and Order and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision of this Stipulation and Order. In the event of a conflict between such caption and the paragraph at the head of which it appears, the paragraph and not such caption shall govern in the construction of this Stipulation and Order.
- Governing Law. This Stipulation and Order shall be governed by and 34. construed in accordance with the laws of the State of Nevada, without reference to conflict of law principles.
- Jurisdiction and Forum Selection. The Parties consent to the jurisdiction of 35. the Eighth Judicial District Court of the State of Nevada, in and for Clark County, to resolve any disputes related to the terms or enforcement of this Stipulation and Order. The successful or prevailing Party or Parties in such action shall be entitled to recover reasonable attorney fees, costs, and expenses actually incurred in initiating or responding to such proceeding, in addition to any other relief to which it may be entitled.
- Interpretation. This Stipulation and Order is the result of negotiations among 36. the Parties who have each negotiated and reviewed its terms. In the event a Court ever construes this Agreement, the Parties expressly agree, consent, and assent that such Court shall not construe this Agreement or any provision hereof against any Party as its drafter



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for purposes of interpreting any ambiguity or uncertainty in this Stipulation and Order.

- 37. Time is of the Essence. Time is of the essence in the performance of all terms of this Stipulation and Order.
- 38. Severability. If any portion of this Stipulation and Order, or its application thereof to any person or circumstance, shall be deemed to any extent to be invalid, illegal, or unenforceable as a matter of law, all remaining clauses of this Stipulation and Order and its application thereof shall be not affected and shall remain enforceable to the fullest extent permitted by law.
- 39. Counterparts and Copies. This Stipulation and Order may be executed in counterparts, each of which when so executed and upon delivery to counsel of record for the Parties, or the point of contact for the licensee, shall be deemed an original ("Counterparts"). This Stipulation and Order shall be deemed executed when Counterparts of this Stipulation and Order have been executed by all the Parties and/or their counsel; such Counterparts taken together shall be deemed to be the Agreement. This Stipulation and Order may be executed by signatures provided by electronic facsimile or email, which signatures shall be binding and effective as original wet ink signatures hereupon. All fully executed copies of this Stipulation and Order are duplicate originals, equally admissible in evidence.

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.

Kimberly Rushton, Esq. (Nev. Bar No. 5065)

Counsel for Respondent CSNLV

raiean Reuben.

On behalf of Respondent CSNLV

Date: July 9 2022

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3	ShayMaraya Date: July 10, 2022
4	Shayna Indy
5	On benait of Respondent CSNLV
6	Date: July 11, 2022
7	Senior Deputy Attorney General
8	Counsel for Cannabis Compliance Board
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12	ORDER
13	WHEREAS, on the 26th day of July, 2022, the Nevada Cannabis Compliance Board
14	approved and adopted all the terms and conditions set forth in the Stipulation and Order
15	for Settlement of disciplinary Action with CSNLV.
16	IT IS SO ORDERED.
17	SIGNED AND EFFECTIVE this 26day of, 2022.
18	STATE OF NEVADA,
19	CANNABIS COMPLIANCE BOARD
20	By: // litral /) press
21	HON. MICHAELL. DOUGLAS, CHAIR
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