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

**STATE OF NEVADA, CANNABIS  
COMPLIANCE BOARD,**

Case No. 2022-107

**Petitioner,**

**vs.**

**NEVADA ORGANIC REMEDIES, LLC  
(RD217),**

**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 Nevada Organic Remedies, LLC, license No. RD217 (hereinafter "NOR RD217" or "Respondent"), by and through its counsel of record, Amanda Connor, Esq., of the Law Offices of Connor & Connor, PLLC. Pursuant to this Stipulation and Order, NOR RD217 and CCB (collectively, the "Parties") hereby stipulate and agree that CCB Case No. 2022-107 (the "Administrative Action") shall be fully and finally settled and resolved upon terms and conditions set out herein.

**PERTINENT FACTS**

1. Respondent is a domestic limited liability company registered in the State of Nevada and licensed to operate an adult-use cannabis retail store with license No. RD217.
2. On or about December 31, 2021, CCB Agent Erica Scott ("Ms. Scott") conducted an investigation concerning the NOR RD217 facility in North Las Vegas, Nevada. During the course of said investigation, Ms. Scott found a Transfer Manifest that demonstrated NOR RD217 had physically received cannabis products at its facility on December 16, 2021, but had not accepted the cannabis products listed on said Transport

1 Manifest within the required 24-hour time frame. As of January 10, 2022, the cannabis  
2 products still had not been accepted into METRC, in violation of NCCR 6.080(6) & (7).

3 3. Thereafter, CCB staff, working with the Attorney General's Office, entered  
4 into good faith settlement negotiations with NOR RD217, through its counsel, to attempt to  
5 resolve the violation at issue. The Parties were able to come to a mutually acceptable  
6 resolution of this matter which is acceptable to CCB staff and the Attorney General,  
7 without the necessity of filing a Complaint for Disciplinary Action. NOR RD217 has agreed  
8 to waive the filing and service of a CCB Complaint and the Parties understand and agree  
9 that this Stipulation and Order must be approved by majority vote of the members of the  
10 CCB to become effective.

11 4. As set forth herein, Respondent stipulates to pay a \$7,500 civil penalty for one  
12 violation of NCCR 4.055(1)(a)(13)<sup>1</sup> for violating any transportation or delivery  
13 requirements not described in another category of violations, in lieu of the CCB filing and  
14 serving a Complaint for Disciplinary Action ("Complaint") and proceeding to a disciplinary  
15 hearing.

16 **ACKNOWLEDGEMENTS AND APPLICABLE LAW**

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

19 5. NOR RD217 has entered into this Stipulation and Order on its own behalf and  
20 with full authority to resolve the claims against it and is aware of NOR RD217's rights to  
21 contest the violations pending against it. These rights include the filing and service of a  
22 disciplinary complaint specifying the charges against Respondent, representation by an  
23 attorney at NOR RD217's own expense, the right to a hearing on any violations or  
24 allegations formally filed, the right to confront and cross-examine witnesses called to testify  
25 against NOR RD217, the right to present evidence on NOR RD217's own behalf, the right  
26 to have witnesses testify on NOR RD217's behalf, the right to obtain any other type of

27 \_\_\_\_\_  
28 <sup>1</sup> Respondent acknowledges that, should this matter proceed to a Complaint, the CCB has a reasonable basis to charge it with a Category III violation under NCCR 4.050(1)(a)(8) and/or 4.050(1)(a)(28) for failing to comply with seed-to-sale tracking requirements.

1 formal judicial review of this matter, and any other rights which may be accorded to NOR  
2 RD217 pursuant to provisions of NRS Chapters 678A through 678D, the Nevada Cannabis  
3 Compliance Regulations (NCCR), and any other provisions of Nevada law. NOR RD217 is  
4 waiving all these rights by entering into this Stipulation and Order. If the CCB rejects this  
5 Stipulation and Order, or any portion thereof, NOR RD217 reserves the right to withdraw  
6 any or all such waivers and CCB reserves its right to file a disciplinary complaint alleging  
7 any regulatory and/or statutory violations from the facts arising under Paragraph 2, above.

8       6. Should this Stipulation and Order be rejected by the CCB or not timely  
9 performed by NOR RD217, it is agreed that presentation to and consideration by the CCB  
10 of such proposed stipulation or other documents or matters pertaining to the consideration  
11 of this Stipulation and Order shall not unfairly or illegally prejudice the CCB or any of its  
12 members from further participation, consideration, adjudication, and/or resolution of these  
13 proceedings and that no CCB member shall be disqualified or challenged for bias.

14       7. NOR RD217 acknowledges that this Stipulation and Order shall only become  
15 effective after the CCB has approved it.

16       8. NOR RD217 enters this Stipulation and Order after being fully advised of  
17 NOR RD217's rights and as to the consequences of this Stipulation and Order. This  
18 Stipulation and Order embodies the entire agreement reached between the CCB and NOR  
19 RD217. It may not be altered, amended, or modified without the express written consent of  
20 the Parties and all alterations, amendments and/or modifications must be in writing.

21       9. In an effort to avoid the cost and uncertainty of a disciplinary hearing, NOR  
22 RD217 has agreed to settle this matter. For purposes of settling this matter, NOR RD217  
23 acknowledges that the facts contained in the paragraphs in the above "Pertinent Facts"  
24 portion of this Stipulation and Order are true and correct. Without waiving any  
25 constitutional rights against self-incrimination, NOR RD217 further acknowledges that, if  
26 the CCB filed and served a Complaint and the matter proceeded to an administrative  
27 hearing, the "Pertinent facts" could be found to constitute violations of Title 56 of NRS  
28 (NRS Chapters 678A through 678D), and the NCCR, with penalties up to and including

1 civil penalties of up to \$10,000 for license RD217.

2 10. In settling this matter the Executive Director for CCB and counsel for CCB  
3 have considered the factors set forth in NCCR 4.080(2), including: the gravity of the  
4 violations; the economic benefit or savings, if any, resulting from the violations; the size of  
5 the business of the violator; the history of compliance with the NCCR and Title 56 of NRS  
6 by the violator; actions taken to remedy and/or correct the violations; and the effect of the  
7 penalty on the ability of the violator to continue in business.

8 11. To resolve the Administrative Action, and only for those purposes and no  
9 other, NOR RD217 specifically admits to the following violation with respect to CCB Case  
10 No. 2022-107 for license RD217:

11 a. One violation of NCCR 4.055(1)(a)(13), for violating any transportation  
12 or delivery requirements not described in another category of  
13 violations, which constitutes one Category IV violation.

14 12. With respect to license RD217, NOR RD217 further agrees to pay a civil  
15 penalty in the amount of \$7,500<sup>3</sup> in consideration for its admitted violation in Paragraph  
16 11, above, and in consideration for the CCB's agreement to resolve the Administrative  
17 Action on the terms set forth herein.

18 13. If the CCB approves this Stipulation and Order, it shall be deemed and  
19 considered disciplinary action by the CCB against NOR RD217.

20 14. Both parties acknowledge that the CCB has jurisdiction to consider and order  
21 this Stipulation and Order because NOR RD217 holds privileged licenses/certificates  
22 regulated by the CCB as of July 1, 2020. NOR RD217 expressly, knowingly, and  
23 intentionally waives the 21-day and/or 5-day notice requirements contained in the Nevada  
24 Open Meeting Law and acknowledges that this Stipulation and Order may be presented to  
25 the CCB for its consideration and potential ratification at the CCB's meeting on August 23,  
26 2022.

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28 <sup>3</sup> As referenced above, this amount reflects the fact that the CCB has a reasonable basis to charge NOR  
RD219 with a Category III violation, with a civil penalty of up to \$10,000.

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**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:

15. Violation: As to license RD217, NOR RD217 is found to have committed one Category IV violation, as set forth in Paragraph 11, above.

16. Imposition of Civil Penalty. NOR RD217 shall pay a total civil penalty in the amount of seven thousand and five hundred dollars (\$7,500) within the time set forth in Paragraph 17 below, to be apportioned fully to RD217.

17. Payment of Civil Penalties. NOR RD217 must pay the civil penalty set forth in this agreement within 30 days of the date the CCB approves this Stipulation and Order<sup>3</sup>. NOR RD217 acknowledges that it is critical to comply with the strict requirements of the deadline for payment. NOR RD217 agrees that, should it fail to timely make timely 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 payment<sup>4</sup>.
- 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, NOR RD217 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 license RD217 immediately suspended, with such suspension remaining in place until all amounts due under this Stipulation and Order are paid in full (inclusive of the \$15,000 late payment penalty). The CCB will

<sup>3</sup> Should the CCB approve this Stipulation and Order at its August 23, 2022, meeting, payment would be due on Thursday, September 22, 2022, and must be received on that day by 5:00 p.m. at the CCB's Carson City office.

<sup>4</sup> 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 enter an order of default to this effect after default and all amounts due under  
2 this subsection shall be immediately due and payable to CCB. If all amounts  
3 due under this section are not paid within 90 days after the date of the order  
4 of default, license RD217 shall be deemed voluntarily surrendered. NOR  
5 RD217 agrees it cannot and shall not file any petition for judicial review  
6 and/or any action in any forum for relief from this order of default and that  
7 CCB may file any judicial action necessary to recover the amounts owed under  
8 this subsection, along with its attorneys' fees and costs for recovery of amounts  
9 owed.

10 c. NOR RD217 may petition the CCB for an extension of the 90-days to pay the  
11 civil penalty. However, for the CCB to consider any such petition, the CCB  
12 must receive said petition no later than 5 business days prior to the payment  
13 deadline (which does not include any grace period). The CCB is not required  
14 to grant such a petition. In such a petition, NOR RD217 must demonstrate to  
15 the satisfaction of CCB that there are extraordinary and unusual  
16 circumstances necessitating the extension requested. CCB may delegate the  
17 decision as to whether to grant such a petition to the CCB Chair.

18 d. If an extension is granted under Paragraph 17(c), there shall be no grace  
19 period on the new payment date. If NOR RD217 does not pay by the new  
20 payment date, the provisions and penalties of Paragraph 17(b) apply.

21 18. Plan of Correction. Respondent represents and warrants that it has  
22 submitted and put in place a plan of correction, which CCB staff has approved, that will  
23 remedy and prevent the recurrence of the violation set forth in this Stipulation and Order.  
24 In summary, the plan of correction includes the following: (1) Respondent has put in place  
25 a new Inventory Manager whose duties include accepting transfers and following proper  
26 procedures for timely accepting cannabis and cannabis product into METRC; (2)  
27 Respondent has also created the new position of Inventory Auditor. This position will  
28 ensure that actions in METRC are being completed correctly and in a timely manner, as

1 well as provide other staff with guidance and continuing education as needed; and (3) All  
2 inventory personnel have been trained on proper transfer guidelines. Respondent further  
3 represents and warrants that it is now, as of the date it has executed this Stipulation and  
4 Order, operating in full compliance with NRS Title 56 and NCCR.

5 19. Contingency if Approval Denied. If approval of this Stipulation and Order is  
6 denied by CCB, NOR RD217 and counsel for the CCB agree to resume settlement  
7 negotiations in good faith and attempt to reach an agreement to amend this Stipulation  
8 and Order and resubmit an amended stipulation and order to the CCB to review for  
9 approval at a subsequent regularly scheduled meeting. If such an agreement cannot be  
10 reached, the Parties agree to proceed with the Administrative Action, which shall include  
11 the filing and service of a disciplinary complaint and a disciplinary hearing before the CCB  
12 or its assigned hearing officer. Should the Administrative Action proceed for the reasons  
13 set forth in this Paragraph, CCB preserves all its claims and arguments in the  
14 Administrative Action as set forth in its Complaint<sup>5</sup> (to be filed) and NOR RD217 preserves  
15 all its defenses and arguments it may assert. An unapproved Stipulation and Order shall  
16 not be admissible as evidence or referenced in argument at any disciplinary hearing in CCB  
17 Case No. 2022-107 or any other matter involving the CCB.

18 20. Contingency if Approval Conditioned. If the CCB approves this Stipulation  
19 and Order, but said approval is contingent on certain conditions, the parties will undertake  
20 further good faith negotiations to include said conditions in an amended stipulation and  
21 order for execution by the CCB Chair. If NOR RD217 does not agree to the certain  
22 conditions imposed by the CCB, the parties will undertake additional negotiations and  
23 attempt to reach an agreement to amend this Stipulation and Order and resubmit an  
24 amended stipulation and order to the CCB to review for approval at a subsequent regularly  
25 scheduled meeting. If such an agreement cannot be reached, the Parties agree to proceed  
26 with the Administrative Action, which shall include the filing and service of a disciplinary  
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28 <sup>5</sup> Should the CCB reject this Stipulation and Order and/or any amended stipulation and order, nothing shall preclude CCB from asserting different violations involving higher and/or different Categories arising from the facts set forth in Paragraph 2, above, in any such disciplinary Complaint.

1 complaint and a disciplinary hearing before the CCB or its assigned hearing officer. Should  
2 the Administrative Action proceed for the reasons set forth in this Paragraph, CCB  
3 preserves all its claims and arguments in the Administrative Action as set forth in its  
4 Complaint<sup>6</sup> (to be filed) and NOR RD217 preserves all its defenses and arguments it may  
5 assert. An unapproved Stipulation and Order shall not be admissible as evidence or  
6 referenced in argument at any disciplinary hearing in CCB Case No. 2022-107 or any other  
7 matter.

8       21. Closure of Disciplinary Action. Once this Stipulation and Order is fully  
9 performed by NOR RD217, the Administrative Action will be closed.

10       22. Communications with CCB Members. NOR RD217 understands that this  
11 Stipulation and Order will be presented to the CCB in open session at a duly noticed and  
12 scheduled CCB meeting. NOR RD217 understands that the CCB has the right to decide in  
13 its own discretion whether or not to approve this Stipulation and Order. The CCB's counsel,  
14 which is the Nevada Attorney General and its staff attorneys, will recommend approval of  
15 this Stipulation and Order. In the course of seeking CCB acceptance of this Stipulation and  
16 Order, counsel for CCB may communicate directly with individual CCB members. NOR  
17 RD217 acknowledges that such communications may be made or conducted *ex parte*,  
18 without notice or opportunity for NOR RD217 to be heard on its part until the public CCB  
19 meeting where this Stipulation and Order is discussed, and that such contacts and  
20 communications may include, but may not be limited to, matters concerning this  
21 Stipulation and Order, the Administrative Action, and any and all information of every  
22 nature whatsoever related to these matters. NOR RD217 agrees that it has no objections  
23 to such *ex parte* communications. CCB agrees that NOR RD217 and/or its counsel may  
24 appear at the CCB meeting where this Stipulation and Order is discussed and, if requested,  
25 respond to any questions that may be addressed to NOR RD217 and/or the Attorney  
26 General's staff attorneys. NOR RD217 agrees that, should the CCB decline to approve this

27 \_\_\_\_\_  
28 <sup>6</sup> Should the CCB reject this Stipulation and Order and/or any amended stipulation and order, nothing shall preclude CCB from asserting different violations involving higher and/or different Categories arising from the facts set forth in Paragraph 2, above, in any such disciplinary Complaint.



1 Stipulation and Order, NOR RD217 will not contest or otherwise object to any CCB  
2 member, and/or CCB appointed hearing officer, hearing and adjudicating the  
3 Administrative Action based on the aforementioned *ex parte* communications with anyone  
4 from the Nevada Attorney General's Office.

5       23. Release. In execution of this agreement, Respondent agrees that the State of  
6 Nevada, the CCB, the Office of the Attorney General, and each of their members, staff,  
7 attorneys, investigators, experts, hearing officers, consultants and agents are immune from  
8 any liability for any decision or action taken in good faith in response to information and  
9 data acquired by the CCB. Respondent agrees to release the State of Nevada, the CCB, the  
10 Office of the Attorney General, and each of their members, staff, attorneys, investigators,  
11 experts, hearing officers, consultants and agents from any and all manner of actions, causes  
12 of action, suits, debts, judgments, executions, claims and demands whatsoever, known or  
13 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have  
14 against any and/or all of the persons, government agencies or entities named in this  
15 Paragraph, arising out of, or by reason of, CCB's investigation of the matters set forth in  
16 its statement of deficiencies letter of January 10, 2022<sup>7</sup>, the matters set forth in this  
17 Stipulation and Order, or the administration of CCB Case No. 2022-107.

18       24. No Precedence. The Parties agree that this Stipulation and Order shall not  
19 constitute a precedent for any other issues or proceedings before the CCB and/or in any  
20 other forum, other than those set forth in this Stipulation and Order. Furthermore, this  
21 Stipulation and Order shall not be admissible in any other proceeding or action with respect  
22 to proof of fact or any other matter and/or any other licensee and/or cannabis establishment  
23 registered agent, except proceedings brought to enforce this Stipulation and Order under  
24 its terms and/or for the CCB's consideration of future disciplinary action against this  
25 Respondent.

26       The CCB may consider the discipline imposed herein in any future disciplinary  
27 action against Respondent, as required under NCCR 4.030(2), along with the other factors  
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<sup>7</sup> Said letter concerns the violation set forth in Paragraph 2, above, regarding Investigation No. RD217-03.

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

9       25. Attorneys' Fees and Costs. The Parties each agree to bear their own attorneys'  
10 fees and costs.

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

14       27. Voluntary and Informed Agreement. The Respondent represents that its  
15 owners, officers, and/or its directors, who are responsible for and able to legally bind NOR  
16 RD217 have read completely and understand fully the terms of this Stipulation and Order,  
17 that such terms are fully understood and voluntarily accepted by Respondent in advance  
18 of and as memorialized by the signing of this Stipulation and Order, and that the  
19 Respondent's signature to this Stipulation and Order indicates same. Respondent further  
20 represents that it has voluntarily entered into this Stipulation and Order to make a full,  
21 final, and complete compromise upon the terms and conditions set forth herein.  
22 Respondent further represents that any releases, waivers, discharges, covenants, and  
23 agreements provided for in this Stipulation and Order have been knowingly and voluntarily  
24 granted and without any duress or undue influence of any nature from any person or entity.  
25 The Parties, and each of them, hereby expressly acknowledge that they are each  
26 represented by counsel of their own choice in this matter and have been advised by counsel  
27 accordingly.

28       28. Warranties of Authority. The Parties to this Stipulation and Order, and each

1 of them, expressly warrant and represent to all other Parties that each has the full right,  
2 title, and authority to enter into and to carry out its obligations hereunder, with the sole  
3 exception of the required approval of this Stipulation and Order by the CCB. The Parties  
4 also expressly acknowledge the foregoing authority.

5       29. Binding Effect. This Stipulation and Order shall be binding upon and inure  
6 to the benefit of the Parties hereto and the Parties' respective successors, predecessors,  
7 parents, affiliates, shareholders, employees, heirs, executors, assigns, and administrators.

8       30. Construction. The headings of all Sections and Paragraphs of this Stipulation  
9 and Order are inserted solely for the convenience of reference and are not a part of the  
10 Stipulation and Order and are not intended to govern, limit, or aid in the construction or  
11 interpretation of any term or provision of this Stipulation and Order. In the event of a  
12 conflict between such caption and the paragraph at the head of which it appears, the  
13 paragraph and not such caption shall govern in the construction of this Stipulation and  
14 Order.

15       31. Governing Law. This Stipulation and Order shall be governed by and  
16 construed in accordance with the laws of the State of Nevada, without reference to conflict  
17 of law principles.

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

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

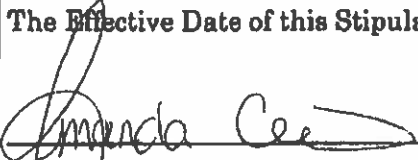
1           **34. Time is of the Essence.** Time is of the essence in the performance of all terms  
2 of this Stipulation and Order.

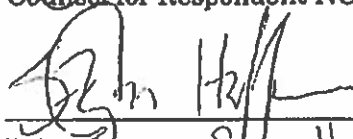
3           **35. Severability.** If any portion of this Stipulation and Order, or its application  
4 thereof to any person or circumstance, shall be deemed to any extent to be invalid, illegal,  
5 or unenforceable as a matter of law, all remaining clauses of this Stipulation and Order  
6 and its application thereof shall be not affected and shall remain enforceable to the fullest  
7 extent permitted by law.


8           **36. Counterparts and Copies.** This Stipulation and Order may be executed in  
9 counterparts, each of which when so executed and upon delivery to counsel of record for the  
10 Parties shall be deemed an original ("Counterparts"). This Stipulation and Order shall be  
11 deemed executed when Counterparts of this Stipulation and Order have been executed by  
12 all the Parties and/or their counsel; such Counterparts taken together shall be deemed to  
13 be the Agreement. This Stipulation and Order may be executed by signatures provided by  
14 electronic facsimile or email, which signatures shall be binding and effective as original  
15 wet ink signatures hereupon. All fully executed copies of this Stipulation and Order are  
16 duplicate originals, equally admissible in evidence.

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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  Date: 8/15/2022  
6 Amanda Connor (Nev. Bar No. 12193)  
7 Counsel for Respondent NOR RD217

8  Date: 8/15/2022  
9 Printed name: STEVE HAFFER  
10 Title: CEO  
11 On behalf of Respondent NOR RD217

12  Date: 9/15/2022  
13 L. Kristopher Rath (Nev. Bar No. 5749)  
14 Senior Deputy Attorney General  
15 Counsel for Cannabis Compliance Board

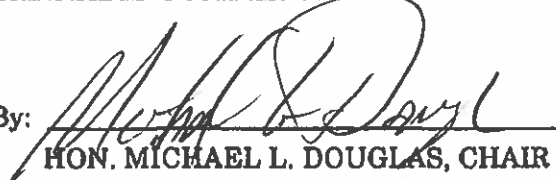
16  
17 **ORDER**

18 WHEREAS, on 23<sup>rd</sup> day of August, 2022, the Nevada Cannabis Compliance Board  
19 approved and adopted all the terms and conditions set forth in the Stipulation and Order  
20 for Settlement of disciplinary Action with NOR RD217.

21 IT IS SO ORDERED.

22 SIGNED AND EFFECTIVE this 23 day of August, 2022.

23 STATE OF NEVADA,  
24 CANNABIS COMPLIANCE BOARD

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