



1           2.     TRYKE C031 has not filed an Answer and/or a Request for a Hearing as of the  
2 date of this Stipulation and Order. Rather, TRYKE C031 requested and was granted an  
3 extension to file its Answer and Request for a Hearing of 15 days in order to initiate and  
4 proceed with settlement negotiations. The current due date for TRYKE C031's Answer and  
5 Request for a Hearing is September 6, 2022. However, should the Board approve this  
6 Stipulation and Order at its August 23, 2022, meeting, there would be no need for TYRKE  
7 C031 to file an Answer or Request for a Hearing.

8           3.     The Parties have engaged in good faith settlement negotiations to reach an  
9 agreement that is mutually acceptable to Respondent, CCB staff, and counsel for the CCB,  
10 for resolution of the Administrative Action, with the understanding that this Stipulation  
11 and Order must be approved by majority vote of the members of the CCB to become  
12 effective.

#### 13                           ACKNOWLEDGEMENTS AND APPLICABLE LAW

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

16           4.     TRYKE C031 has entered into this Stipulation and Order on its own behalf  
17 and with full authority to resolve the claims against it and is aware of TRYKE C031's rights  
18 to contest the violations pending against it. These rights include representation by an  
19 attorney at TRYKE C031's own expense, the right to a hearing on any violations or  
20 allegations formally filed, the right to confront and cross-examine witnesses called to testify  
21 against TRYKE C031, the right to present evidence on TRYKE C031's own behalf, the right  
22 to have witnesses testify on TRYKE C031's behalf, the right to obtain any other type of  
23 formal judicial review of this matter, and any other rights which may be accorded to  
24 TRYKE C031 pursuant to provisions of NRS Chapters 678A through 678D, the Nevada  
25 Cannabis Compliance Regulations (NCCR), and any other provisions of Nevada law.  
26 TRYKE C031 is waiving all these rights by entering into this Stipulation and Order. If the  
27 CCB rejects this Stipulation and Order, or any portion thereof, all such waivers shall be  
28 deemed withdrawn by TRYKE C031.

1           5.     Should this Stipulation and Order be rejected by the CCB or not timely  
2 performed by TRYKE C031, it is agreed that presentation to and consideration by the CCB  
3 of such proposed stipulation or other documents or matters pertaining to the consideration  
4 of this Stipulation and Order shall not unfairly or illegally prejudice the CCB or any of its  
5 members from further participation, consideration, adjudication, and/or resolution of these  
6 proceedings and that no CCB member shall be disqualified or challenged for bias.

7           6.     TRYKE C031 acknowledges that this Stipulation and Order shall only become  
8 effective after the CCB has approved it.

9           7.     TRYKE C031 enters this Stipulation and Order after being fully advised of  
10 TRYKE C031's rights and as to the consequences of this Stipulation and Order. This  
11 Stipulation and Order embodies the entire agreement reached between the CCB and  
12 TRYKE C031. It may not be altered, amended, or modified without the express written  
13 consent of the Parties, and all alterations, amendments and/or modifications must be in  
14 writing. The Parties stipulate and agree that this Stipulation and Order, if approved by  
15 the Board, resolves only the allegations set forth in the Administrative Action via the  
16 Complaint in Case No. 2022-104.

17           8.     In an effort to avoid the cost and uncertainty of a disciplinary hearing, TRYKE  
18 C031 has agreed to settle this matter. For purposes of settling this matter, TRYKE C031  
19 acknowledges that the facts contained in the paragraphs in the above "Pertinent Facts"  
20 portion of this Stipulation and Order are true and correct. Without waiving any  
21 constitutional rights against self-incrimination, TRYKE C031 further acknowledges that  
22 certain facts contained in the CCB Complaint in Case No. 2022-104 could be found to  
23 constitute violations of Title 56 of NRS (NRS Chapters 678A through 678D), and the NCCR,  
24 with penalties up to and including revocation, suspension, and/or civil penalties of up to  
25 \$190,000 for C031 and RC031, if this matter went to an administrative hearing.

26           9.     In settling this matter, the Executive Director for CCB and counsel for CCB  
27 have considered the factors set forth in NCCR 4.030(2), including: the gravity of the  
28 violations; the economic benefit or savings, if any, resulting from the violations; the size of

1 the business of the violator; the history of compliance with the NCCR and Title 56 of NRS  
2 by the violator; actions taken to remedy and/or correct the violations; and the effect of the  
3 penalty on the ability of the violator to continue in business.

4 10. To resolve the Administrative Action, and only for those purposes and no  
5 other, TRYKE C031 specifically admits to the following violations with respect to the  
6 Complaint in CCB Case No. 2022-104 for licenses C031 and RC031:

7 a. One violation of NCCR 4.040(1)(a)(1), for making an unintentionally  
8 false statement or representation of fact to the Board or Board Agents,  
9 which constitutes one Category II violation.

10 b. One violation of NCCR 4.040(1)(a)(10), for purchasing cannabis from an  
11 unapproved source, which constitutes a second Category II violation.

12 11. With respect to C031 and RC031, TRYKE C031 further agrees to pay a civil  
13 penalty in the amount of \$72,000<sup>1</sup> in consideration for its admitted violations in Paragraph  
14 10, above, and in consideration for the CCB's agreement to resolve the Administrative  
15 Action on the terms set forth herein, within the time set forth in Paragraph 16, below.

16 12. If the CCB approves this Stipulation and Order, it shall be deemed and  
17 considered disciplinary action by the CCB against TRYKE C031.

18 13. Both parties acknowledge that the CCB has jurisdiction to consider and order  
19 this Stipulation and Order because TRYKE C031 holds privileged licenses regulated by the  
20 CCB as of July 1, 2020. TRYKE C031 expressly, knowingly, and intentionally waives the  
21 21-day and/or 5- day notice requirements contained in the Nevada Open Meeting Law and  
22 acknowledges that this Stipulation and Order may be presented to the CCB for its  
23 consideration and potential ratification at the CCB's meeting on August 23, 2022.

24 **STIPULATED ADJUDICATION**

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

28 \_\_\_\_\_  
<sup>1</sup> To be apportioned \$36,000 to C031 and \$36,000 to RC031.

1           14.    Violations: As to licenses C031 and RC031, TRYKE C031 is found to have  
2 committed two Category II violations, as set forth in Paragraphs 10(a) through 10(b), above.

3           15.    Imposition of Civil Penalties. TRYKE C031 shall pay a total civil penalty in  
4 the amount of seventy-two thousand dollars (\$72,000) within the time set forth in  
5 Paragraph 16 below, to be apportioned as set forth in Paragraph 11, above.

6           16.    Payment of Civil Penalties. TRYKE C031 must pay the total civil penalty set  
7 forth in this agreement within 30 days of the date the CCB approves this Stipulation and  
8 Order<sup>2</sup>. TRYKE C031 acknowledges that it is critical to comply with the strict  
9 requirements of the deadline for payment. TRYKE C031 agrees that, should it fail to make  
10 timely payment of the civil penalty, the foregoing penalties and procedures will be in effect:

- 11           a. CCB will allow a five-business day grace period for late payment<sup>3</sup>.
- 12           b. If payment is not physically received by the CCB at its Carson City office by  
13           5:00 p.m., Pacific Time, on the last day of the grace period, TRYKE C031 shall  
14           be deemed in default and deemed to have admitted all allegations in the CCB's  
15           Complaint in Case No. 2022-104 and shall pay all penalties and receive all  
16           discipline set forth under the "Relief Requested" section of the Complaint,  
17           inclusive of the revocation of licenses C031 and RC031 (effective on the date  
18           of the order of default) and civil penalties of \$190,000, plus a \$380,000 late  
19           payment penalty, for a total of \$570,000. The CCB will enter an order of  
20           default to this effect after default and all amounts due under this subsection  
21           shall be immediately due and payable to the CCB. TRYKE C031 agrees it  
22           cannot and will not file any petition for judicial review and/or any action in  
23           any forum for relief from this order of default and that the CCB may file any  
24           judicial action necessary to recover the amounts owed under this subsection,  
25           along with its attorneys' fees and costs for recovery of amounts owed. In the

26  
27 <sup>2</sup> Should the CCB approve this Stipulation and Order at its August 23, 2022, meeting, payment would be  
due on and must be physically received by Thursday, September 22, 2022.

28 <sup>3</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 event of default under this Paragraph, TRYKE C031 would not be eligible to  
2 apply for reinstatement of its revoked licenses for nine (9) years after the date  
3 of revocation of its licenses and any such application would not be granted  
4 without prior payment of the full amount of \$570,000.

5 c. TRYKE C031 may petition the CCB for an extension of 30-days to pay the  
6 civil penalty. However, for the CCB to consider any such petition, the CCB  
7 must receive said petition no later than 5 business days prior to the payment  
8 deadline (which does not include any grace period). The CCB is not required  
9 to grant such a petition. In such a petition, TRYKE C031 must demonstrate  
10 to the satisfaction of the CCB that there are extraordinary and unusual  
11 circumstances necessitating the extension requested. The CCB may delegate  
12 the decision as to whether to grant such a petition to the CCB Chair.

13 d. If an extension is granted under Paragraph 16(c), there shall be no grace  
14 period on the new payment date. If TRYKE C031 does not pay and/or the  
15 CCB does not physically receive payment, by the new payment date, the  
16 provisions and penalties of Paragraph 16(b) apply.

17 17. Plan of Correction. Respondent represents and warrants that it has submitted  
18 and put in place a plan of correction, which CCB staff has approved, that will remedy and  
19 prevent the recurrence of the violations set forth in this Stipulation and Order. In  
20 summary, the plan of correction includes the following: (1) Tryke C031 has acknowledged  
21 that the cannabis seeds at issue in the Complaint were not purchased in accordance with  
22 the NCCR and has counseled and trained its Cultivation Manager, Purchasing Agent, and  
23 Inventory/Compliance Manager on the appropriate regulations and statutes for the  
24 sourcing of cannabis seeds; (2) Tryke C031 has also counseled and warned its Inventory  
25 Control & Compliance Manager, Terrence Whittier, to be careful to verify all factual  
26 information before making any statements to the Board or Board Agents that could be  
27 inaccurate or false and thereby subject both his employer and himself to discipline; and (3)  
28 Tryke C031 has updated its standard operating procedures to ensure that cannabis seeds

1 are acquired in accordance with Nevada law in the future. Respondent further represents  
2 and warrants that it is now, as of the date it has executed this Stipulation and Order,  
3 operating in full compliance with NRS Title 56 and NCCR.

4 18. Contingency if Approval Denied. If approval of this Stipulation and Order is  
5 denied by the CCB, TRYKE C031 and counsel for the CCB agree to resume settlement  
6 negotiations in good faith and attempt to reach an agreement to amend this Stipulation  
7 and Order and resubmit an amended Stipulation and Order to the CCB to review for  
8 approval at a subsequent regularly scheduled CCB meeting. If such an agreement cannot  
9 be reached, the Parties agree to proceed with the Administrative Action, with TRYKE C031  
10 to timely file its Answer and Request for Hearing, and the matter to proceed to a  
11 disciplinary hearing before the CCB's assigned hearing officer in the ordinary course.  
12 Should the Administrative Action proceed for the reasons set forth in this Paragraph, CCB  
13 preserves all its claims and arguments in the Administrative Action as set forth in its  
14 Complaint and TRYKE C031 preserves all its defenses and arguments it may set forth in  
15 its Answer, and withdraws all waivers set forth herein. An unapproved Stipulation and  
16 Order shall not be admissible as evidence or referenced in argument at any disciplinary  
17 hearing in CCB Case No. 2022-104 or any other matter involving the CCB.

18 19. 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 TRYKE C031 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 its next regularly  
25 scheduled meeting. If such an agreement cannot be reached, the Parties agree to proceed  
26 with the Administrative Action, with TRYKE C031 to timely file its Answer and Request  
27 for Hearing, and the matter to proceed to a disciplinary hearing before the CCB's assigned  
28 hearing officer in the ordinary course. Should the Administrative Action proceed for the

1 reasons set forth in this Paragraph, CCB preserves all its claims and arguments in the  
2 Administrative Action as set forth in its Complaint and TRYKE C031 preserves all its  
3 defenses and arguments it may set forth in its Answer, and withdraws all waivers set forth  
4 herein. An unapproved Stipulation and Order shall not be admissible as evidence or  
5 referenced in argument at any disciplinary hearing in CCB Case No. 2022-104 or any other  
6 matter involving the CCB.

7       20.    Closure of Disciplinary Action. Once this Stipulation and Order is fully  
8 performed by TRYKE C031, the Administrative Action will be closed.

9       21.    Nothing in this Stipulation and Order shall preclude the CCB from pursuing  
10 any separate disciplinary actions against the individual cannabis establishment agent  
11 registration cards of the employees and/or agents of Respondent who participated in,  
12 authorized, and/or perpetrated the acts and omissions set forth in the Complaint, and the  
13 CCB specifically reserves its rights to do so. Should the CCB proceed with disciplinary  
14 action against any such cannabis establishment agent, Respondent agrees that it will  
15 cooperate with the CCB staff and the CCB's counsel in investigation the actions of such  
16 cannabis establishment agents and provide any related documents or information  
17 requested in such investigations that is within its custody and/or control<sup>4</sup>. Respondent also  
18 agrees to make available, upon reasonable notice, any of its employees, owners, officers,  
19 and/or directors, to the extent such individuals remain under Respondent's control, to  
20 testify at any disciplinary hearings involving the subject cannabis establishment agents.  
21 The Parties agree that, should the CCB approve this Stipulation and Order, this  
22 Stipulation and Order, and the Complaint in CCB Case No. 2022-104, may be used as  
23 evidence at any subsequent disciplinary proceedings and hearings regarding the cannabis  
24 establishment agents described in this Paragraph.

25       22.    Communications with CCB Members. TRYKE C031 understands that this  
26 Stipulation and Order will be presented to the CCB in open session at a duly noticed and  
27 scheduled CCB meeting. TRYKE C031 understands that the CCB has the right to decide

28 <sup>4</sup> 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 in its own discretion whether or not to approve this Stipulation and Order. The CCB's  
2 counsel, which is the Nevada Attorney General and its staff attorneys, will recommend  
3 approval of this Stipulation and Order. In the course of seeking CCB acceptance of this  
4 Stipulation and Order, counsel for CCB may communicate directly with individual CCB  
5 members. TRYKE C031 acknowledges that such communications may be made or  
6 conducted *ex parte*, without notice or opportunity for TRYKE C031 to be heard on its part  
7 until the public CCB meeting where this Stipulation and Order is discussed, and that such  
8 contacts and communications may include, but may not be limited to, matters concerning  
9 this Stipulation and Order, the Administrative Action and any and all information of every  
10 nature whatsoever related to these matters. TRYKE C031 agrees that it has no objections  
11 to such *ex parte* communications. The CCB agrees that TRYKE C031 and/or its counsel  
12 may appear at the CCB meeting where this Stipulation and Order is discussed and, if  
13 requested, respond to any questions that may be addressed to TRYKE C031 and/or the  
14 Nevada Attorney General's staff attorneys. TRYKE C031 agrees that, should the CCB  
15 decline to approve this Stipulation and Order, TRYKE C031 will not contest or otherwise  
16 object to any CCB member, and/or CCB appointed hearing officer, hearing and adjudicating  
17 the Administrative Action based on the aforementioned *ex parte* communications with  
18 anyone from the Nevada Attorney General's Office.

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

1 or by reason of, CCB's investigation of the matters set forth in the Complaint, the matters  
2 set forth in this Stipulation and Order, and/or the administration of CCB Case No. 2022-  
3 104.

4 24. No Precedence. *Except as otherwise set forth in Paragraph 21, above,*  
5 the Parties agree: (1) That this Stipulation and Order shall not constitute a precedent for  
6 any other issues or proceedings before the CCB and/or in any other forum, other than those  
7 set forth in this Stipulation and Order; (2) That this Stipulation and Order shall not be  
8 admissible in any other proceeding or action with respect to proof of fact or any other matter  
9 and/or any other licensee and/or cannabis establishment, except proceedings brought to  
10 enforce this Stipulation and Order under its terms and/or for the CCB's consideration of  
11 future disciplinary action against this Respondent, and except with respect to any  
12 disciplinary proceedings against the cannabis establishment agents who participated in,  
13 authorized, and/or perpetrated the acts and omissions set forth in the Complaint.

14 Furthermore, the CCB may consider the discipline imposed herein in any future  
15 disciplinary action against Respondent, as required under NCCR 4.030(2), along with the  
16 other factors set forth in NCCR 4.030(2), and possible progressive discipline pursuant to  
17 NCCR 4.035 through 4.060. As every case concerns different facts and details, this  
18 Stipulation does not act as precedence, or persuasive authority, to bind CCB to impose any  
19 particular penalty, to charge or allege any particular violation, and/or to impose any  
20 particular disciplinary action in the future for this Respondent, or any other respondent  
21 (except as set forth in Paragraph 21, above), for violations of the same statutes and/or  
22 regulations addressed in this Stipulation and Order. Likewise, CCB is not bound by any  
23 previous settlement agreements it has approved in entering into this Stipulation and  
24 Order.

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

27 26. Further Assurances. The Parties shall cooperate in executing such additional  
28 documents and performing such further acts as may be reasonably necessary to give effect

1 to the purposes and provisions of this Stipulation and Order.

2       27. Voluntary and Informed Agreement. The Respondent represents that its  
3 owners, officers, and/or its directors, who are responsible for and able to legally bind  
4 TRYKE C031 have read completely and understand fully the terms of this Stipulation and  
5 Order, that such terms are fully understood and voluntarily accepted by Respondent in  
6 advance of and as memorialized by the signing of this Stipulation and Order, and that the  
7 Respondent's signature to this Stipulation and Order indicates same. Respondent further  
8 represents that it has voluntarily entered into this Stipulation and Order to make a full,  
9 final, and complete compromise upon the terms and conditions set forth herein.  
10 Respondent further represents that any releases, waivers, discharges, covenants, and  
11 agreements provided for in this Stipulation and Order have been knowingly and voluntarily  
12 granted and without any duress or undue influence of any nature from any person or entity.  
13 The Parties, and each of them, hereby expressly acknowledge that they are each  
14 represented by counsel of their own choice in this matter and have been advised by counsel  
15 accordingly.

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

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

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

1 paragraph and not such caption shall govern in the construction of this Stipulation and  
2 Order.

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

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

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

17 34. Time is of the Essence. Time is of the essence in the performance of all terms  
18 of this Stipulation and Order.

19 35. Severability. If any portion of this Stipulation and Order, or its application  
20 thereof to any person or circumstance, shall be deemed to any extent to be invalid, illegal,  
21 or unenforceable as a matter of law, all remaining clauses of this Stipulation and Order  
22 and its application thereof shall be not affected and shall remain enforceable to the fullest  
23 extent permitted by law.

24 36. Counterparts and Copies. This Stipulation and Order may be executed in  
25 counterparts, each of which when so executed and upon delivery to counsel of record for the  
26 Parties shall be deemed an original ("Counterparts"). This Stipulation and Order shall be  
27 deemed executed when Counterparts of this Stipulation and Order have been executed by  
28 all the Parties and/or their counsel; such Counterparts taken together shall be deemed to

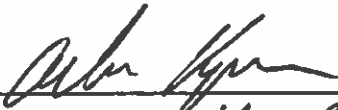
1 be the Agreement. This Stipulation and Order may be executed by signatures provided by  
2 electronic facsimile or email, which signatures shall be binding and effective as original  
3 wet ink signatures hereupon. All fully executed copies of this Stipulation and Order are  
4 duplicate originals, equally admissible in evidence.

5  
6 IN WITNESS WHEREOF, this Stipulation and Order has been executed by the  
7 Parties and attested by their duly authorized representatives as of the date(s) so indicated.  
8 The Effective Date of this Stipulation and Order shall be the date it is ordered by the CCB.

9 

10 \_\_\_\_\_ Date: August 12, 2022

11 Joel Schwarz (Nev. Bar No. 9181)  
12 Counsel for Respondent TRYKE C031

13  
14 

15 \_\_\_\_\_ Date: 8/12/2022

16 (printed name Adam Ryan),  
17 On behalf of Respondent TRYKE C031

18 

19 \_\_\_\_\_ Date: 8/15/2022

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

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**ORDER**

WHEREAS, on the 23<sup>rd</sup> day of August, 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 C031.

IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 23<sup>rd</sup> day of August, 2022.

**STATE OF NEVADA,  
CANNABIS COMPLIANCE BOARD**

By:   
HON. MICHAEL L. DOUGLAS, CHAIR