

1 sale tracking requirements, as to licenses D030 and RD030. See, CCB Order of May 24,
2 2022, in CCB Case No. 2022-81.

3 3. On or about June 16, 2022, CCB Agents Fenton Harvey and Marvin Taylor
4 ("CCB Agents") conducted an investigation concerning the TRYKE D030 medical
5 dispensary and adult-use retail store facility in Las Vegas, Nevada, Investigation No. D030-
6 16. During the course of said investigation, Fenton Harvey of the inspection team identified
7 patrons of TRYKE D030 consuming cannabis products on the TRYKE D030 premises on or
8 about June 16, 2022, at 11:02 a.m. Additionally, Marvin Taylor of the audit team again
9 identified patrons of TRYKE D030 consuming cannabis products on the TRYKE D030
10 premises on or about June 16, 2022, at 12:03 p.m. Therefore, the CCB Agents found that
11 TRYKE DO30 had allowed persons to consume cannabis on the premises of TRYKE D030,
12 in violation of NRS 678B.510(4) and NCCR 4.050(1)(a)(2), on two separate occasions on
13 June 16, 2022. On or about July 5, 2022, the CCB Agents issued a Statement of Deficiencies
14 letter ("SOD") setting forth the aforementioned findings and violations in Investigation No.
15 D030-16.

16 4. Thereafter, CCB staff, working with the Attorney General's Office, entered
17 into good faith settlement negotiations with TRYKE D030, though its counsel, to attempt
18 to resolve the violations at issue in Investigation No. D030-16. The Parties were able to
19 come to a mutually acceptable resolution of this matter which is acceptable to CCB staff
20 and the Attorney General, without the necessity of filing a Complaint for Disciplinary
21 Action. TRYKE D030 has agreed to waive the filing and service of a CCB Complaint, and
22 the Parties understand and agree that this Stipulation and Order must be approved by
23 majority vote of the members of the CCB to become effective.

24 5. As set forth herein, Respondent stipulates to pay a \$30,000 civil penalty for
25 one violation of NCCR 4.050(1)(a)(2)¹ for allowing consumption by any person of cannabis
26 on the premises of a cannabis establishment or areas adjacent thereto which are under the
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28 ¹ Respondent acknowledges that, as set forth in Paragraph 2, above, this is Respondent's second Category III violation in the immediately preceding three years, thereby invoking the progressive disciplinary provision of NCCR 4.050(2)(a)(2).

1 licensee's control, in lieu of the CCB filing and serving a Complaint for Disciplinary Action
2 ("Complaint") and proceeding to a disciplinary hearing.

3 **ACKNOWLEDGEMENTS AND APPLICABLE LAW**

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

6 6. TRYKE D030 has entered into this Stipulation and Order on its own behalf
7 and with full authority to resolve the claims against it and is aware of TRYKE D030's rights
8 to contest the violations pending against it. These rights include the filing and service of a
9 disciplinary complaint specifying the charges against Respondent, representation by an
10 attorney at TRYKE D030's own expense, the right to a hearing on any violations or
11 allegations formally filed, the right to confront and cross-examine witnesses called to testify
12 against TRYKE D030, the right to present evidence on TRYKE D030's own behalf, the right
13 to have witnesses testify on TRYKE D030's behalf, the right to obtain any other type of
14 formal judicial review of this matter, and any other rights which may be accorded to
15 TRYKE D030 pursuant to provisions of NRS Chapters 678A through 678D, the Nevada
16 Cannabis Compliance Regulations (NCCR), and any other provisions of Nevada law.
17 TRYKE D030 is waiving all these rights by entering into this Stipulation and Order. If the
18 CCB rejects this Stipulation and Order, or any portion thereof, TRYKE D030 reserves the
19 right to withdraw any or all such waivers and CCB reserves its right to file a disciplinary
20 complaint alleging any regulatory and/or statutory violations from the facts arising under
21 Paragraph 3, above.

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

28 8. TRYKE D030 acknowledges that this Stipulation and Order shall only become

1 effective after the CCB has approved it.

2 9. TRYKE D030 enters this Stipulation and Order after being fully advised of
3 TRYKE D030's rights and as to the consequences of this Stipulation and Order. This
4 Stipulation and Order embodies the entire agreement reached between the CCB and
5 TRYKE D030. It may not be altered, amended, or modified without the express written
6 consent of the Parties and all alterations, amendments and/or modifications must be in
7 writing.

8 10. In an effort to avoid the cost and uncertainty of a disciplinary hearing, TRYKE
9 D030 has agreed to settle this matter. For purposes of settling this matter, TRYKE D030
10 acknowledges that the facts contained in the paragraphs in the above "Pertinent Facts"
11 portion of this Stipulation and Order are true and correct. Without waiving any
12 constitutional rights against self-incrimination, TRYKE D030 further acknowledges that,
13 if the CCB filed and served a Complaint and the matter proceeded to an administrative
14 hearing, the "Pertinent facts" could be found to constitute violations of Title 56 of NRS
15 (NRS Chapters 678A through 678D), and the NCCR, with penalties up to and including a
16 30-day suspension and civil penalties of up to \$120,000 for licenses D030 and RD030.

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

23 12. To resolve the Administrative Action, and only for those purposes and no
24 other, TRYKE D030 specifically admits to the following violation with respect to CCB Case
25 No. 2022-109 for licenses D030 and RD030:

- 26 a. One violation of NCCR 4.050(1)(a)(2), for allowing consumption by any
27 person of cannabis on the premises of a cannabis establishment or areas
28 adjacent thereto which are under the licensee's control, which

1 constitutes one Category III violation, and the second Category III
2 violation within the immediately preceding three years.

3 13. With respect to licenses D030 and RD030, TRYKE D030 further agrees to pay
4 a civil penalty in the amount of \$30,000² in consideration for its admitted violation in
5 Paragraph 12, above, and in consideration for the CCB's agreement to resolve the
6 Administrative Action on the terms set forth herein.

7 14. If the CCB approves this Stipulation and Order, it shall be deemed and
8 considered disciplinary action by the CCB against TRYKE D030.

9 15. Both parties acknowledge that the CCB has jurisdiction to consider and order
10 this Stipulation and Order because TRYKE D030 holds privileged licenses regulated by the
11 CCB as of July 1, 2020. TRYKE D030 expressly, knowingly, and intentionally waives the
12 21-day and/or 5-day notice requirements contained in the Nevada Open Meeting Law and
13 acknowledges that this Stipulation and Order may be presented to the CCB for its
14 consideration and potential ratification at the CCB's meeting on August 23, 2022.

15 16 STIPULATED ADJUDICATION

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

20 16. Violation: As to licenses D030 and RD030, TRYKE D030 is found to have
21 committed one Category III violation, which is its second Category III violation in the
22 immediately preceding three years, as set forth in Paragraph 12, above.

23 17. Imposition of Civil Penalty. TRYKE D030 shall pay a total civil penalty in the
24 amount of thirty thousand dollars (\$30,000) within the time set forth in Paragraph 18
25 below, to be apportioned as set forth in Paragraph 13 above.

26 18. Payment of Civil Penalties. TRYKE D030 must pay the civil penalty set forth
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² To be apportioned \$15,000 to D030 and \$15,000 to RD030.

1 in this agreement within 30 days of the date the CCB approves this Stipulation and Order³.
2 TRYKE D030 acknowledges that it is critical to comply with the strict requirements of the
3 deadline for payment. TRYKE D030 agrees that, should it fail to timely make timely
4 payment of the civil penalty, the following penalties and procedures will be in effect:

- 5 a. CCB will allow a five-business day grace period for late payment⁴.
6 b. If payment is not physically received by CCB at its Carson City office by 5:00
7 p.m., Pacific Time, on the last day of the grace period, TRYKE D030 shall be
8 deemed to be in breach of this Stipulation and Order, deemed to be in default,
9 and shall pay all amounts due under this Stipulation and Order, as well as an
10 additional late payment penalty of sixty thousand dollars (\$60,000), and shall
11 have its licenses D030 and RD030 immediately suspended, with such
12 suspension remaining in place until all amounts due under this Stipulation
13 and Order are paid in full (inclusive of the additional \$60,000 late payment
14 penalty, for a total of \$90,000). The CCB will enter an order of default to this
15 effect after default and all amounts due under this subsection shall be
16 immediately due and payable to CCB. If all amounts due under this section
17 are not paid within 90 days after the date of the order of default, licenses D030
18 and RD030 shall be deemed voluntarily surrendered. TRYKE D030 agrees it
19 cannot and shall not file any petition for judicial review and/or any action in
20 any forum for relief from this order of default and that CCB may file any
21 judicial action necessary to recover the amounts owed under this subsection,
22 along with its attorneys' fees and costs for recovery of amounts owed.
23 c. TRYKE D030 may petition the CCB for an extension of the 30-days to pay
24 the civil penalty. However, for the CCB to consider any such petition, the
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26 ³ Should the CCB approve this Stipulation and Order at its August 23, 2022, meeting, payment would be due
27 on Thursday, September 22, 2022, and must be received on that day by 5:00 p.m. at the CCB's Carson City
office.

28 ⁴ 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 CCB must receive said petition no later than 5 business days prior to the
2 payment deadline (which does not include any grace period). The CCB is not
3 required to grant such a petition. In such a petition, TRYKE D030 must
4 demonstrate to the satisfaction of CCB that there are extraordinary and
5 unusual circumstances necessitating the extension requested. CCB may
6 delegate the decision as to whether to grant such a petition to the CCB Chair.

7 d. If an extension is granted under Paragraph 18(c), there shall be no grace
8 period on the new payment date. If TRYKE D030 does not pay by the new
9 payment date, the provisions and penalties of Paragraph 18(b) apply.

10 19. Plan of Correction. Respondent represents and warrants that it has
11 submitted and put in place a plan of correction, which CCB staff has approved, that will
12 remedy and prevent the recurrence of the violations set forth in this Stipulation and Order.
13 In summary, the plan of correction includes the following: (1) TRYKE D030 reviewed its
14 procedures for security personal shift changes, identified certain gaps in coverage during
15 shift changes, and has added a requirement during shift changes for the security officer to
16 monitor and concentrate on all surveillance cameras targeting the parking and waiting
17 areas during times of transition from one security officer to the next; (2) TRYKE D030
18 counseled and trained its security officers to maintain a higher state of vigilance in
19 monitoring the parking areas at all time for any signs of cannabis consumption; (3) TYRKE
20 D030 has instructed its employees to remind customers at the time of purchase that on-
21 site cannabis consumption is prohibited; and (4) TRYKE D030 has revised its standard
22 operating procedures for on-site consumption issues to include the new procedures
23 concerning shift changes noted above and to require employees to immediately alert
24 security to any cannabis consumption seen on the premises. Respondent further represents
25 and warrants that it is now, as of the date it has executed this Stipulation and Order,
26 operating in full compliance with NRS Title 56 and NCCR.

27 20. Contingency if Approval Denied. If approval of this Stipulation and Order is
28 denied by CCB, TRYKE D030 and counsel for the CCB agree to resume settlement

1 negotiations in good faith and attempt to reach an agreement to amend this Stipulation
2 and Order and resubmit an amended stipulation and order to the CCB to review for
3 approval at a subsequent regularly scheduled meeting. If such an agreement cannot be
4 reached, the Parties agree to proceed with the Administrative Action, which shall include
5 the filing and service of a disciplinary complaint and a disciplinary hearing before the CCB
6 or its assigned hearing officer. Should the Administrative Action proceed for the reasons
7 set forth in this Paragraph, CCB preserves all its claims and arguments in the
8 Administrative Action as set forth in its Complaint⁵ (to be filed) and TRYKE D030
9 preserves all its defenses and arguments it may assert. 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. 2022-109 or any other matter involving the CCB.

12 21. 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 a subsequent regularly
19 scheduled meeting. If such an agreement cannot be reached, the Parties agree to proceed
20 with the Administrative Action, which shall include the filing and service of a disciplinary
21 complaint and a disciplinary hearing before the CCB or its assigned hearing officer. Should
22 the Administrative Action proceed for the reasons set forth in this Paragraph, CCB
23 preserves all its claims and arguments in the Administrative Action as set forth in its
24 Complaint⁶ (to be filed) and TRYKE D030 preserves all its defenses and arguments it may

26 ⁵ Should the CCB reject this Stipulation and Order and/or any amended stipulation and order, nothing shall
27 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.

28 ⁶ 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 assert. An unapproved Stipulation and Order shall not be admissible as evidence or
2 referenced in argument at any disciplinary hearing in CCB Case No. 2022-109 or any other
3 matter.

4 22. Closure of Disciplinary Action. Once this Stipulation and Order is fully
5 performed by TRYKE D030, the Administrative Action will be closed.

6 23. Communications with CCB Members. TRYKE D030 understands that this
7 Stipulation and Order will be presented to the CCB in open session at a duly noticed and
8 scheduled CCB meeting. TRYKE D030 understands that the CCB has the right to decide
9 in its own discretion whether or not to approve this Stipulation and Order. The CCB's
10 counsel, which is the Nevada Attorney General and its staff attorneys, will recommend
11 approval of this Stipulation and Order. In the course of seeking CCB acceptance of this
12 Stipulation and Order, counsel for CCB may communicate directly with individual CCB
13 members. TRYKE D030 acknowledges that such communications may be made or
14 conducted *ex parte*, without notice or opportunity for TRYKE D030 to be heard on its part
15 until the public CCB meeting where this Stipulation and Order is discussed, and that such
16 contacts and communications may include, but may not be limited to, matters concerning
17 this Stipulation and Order, the Administrative Action, and any and all information of every
18 nature whatsoever related to these matters. TRYKE D030 agrees that it has no objections
19 to such *ex parte* communications. CCB agrees that TRYKE D030 and/or its counsel may
20 appear at the CCB meeting where this Stipulation and Order is discussed and, if requested,
21 respond to any questions that may be addressed to TRYKE D030 and/or the Attorney
22 General's staff attorneys. TRYKE D030 agrees that, should the CCB decline to approve this
23 Stipulation and Order, TRYKE D030 will not contest or otherwise object to any CCB
24 member, and/or CCB appointed hearing officer, hearing and adjudicating the
25 Administrative Action based on the aforementioned *ex parte* communications with anyone
26 from the Nevada Attorney General's Office.

27 24. Release. In execution of this agreement, Respondent agrees that the State of
28 Nevada, the CCB, the Office of the Attorney General, and each of their members, staff,

1 attorneys, investigators, experts, hearing officers, consultants and agents are immune from
2 any liability for any decision or action taken in good faith in response to information and
3 data acquired by the CCB. Respondent agrees to release the State of Nevada, the CCB, the
4 Office of the Attorney General, and each of their members, staff, attorneys, investigators,
5 experts, hearing officers, consultants and agents from any and all manner of actions, causes
6 of action, suits, debts, judgments, executions, claims and demands whatsoever, known or
7 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have
8 against any and/or all of the persons, government agencies or entities named in this
9 Paragraph, arising out of, or by reason of, the CCB's investigation of the matters set forth
10 in its SOD of July 5, 2022, in Investigation No. D030-16, or the administration of CCB Case
11 No. 2022-109.

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

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

1 Stipulation and Order.

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

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

7 28. Voluntary and Informed Agreement. The Respondent represents that its
8 owners, officers, and/or its directors, who are responsible for and able to legally bind
9 TRYKE D030 have read completely and understand fully the terms of this Stipulation and
10 Order, that such terms are fully understood and voluntarily accepted by Respondent in
11 advance of and as memorialized by the signing of this Stipulation and Order, and that the
12 Respondent's signature to this Stipulation and Order indicates same. Respondent further
13 represents that it has voluntarily entered into this Stipulation and Order to make a full,
14 final, and complete compromise upon the terms and conditions set forth herein.
15 Respondent further represents that any releases, waivers, discharges, covenants, and
16 agreements provided for in this Stipulation and Order have been knowingly and voluntarily
17 granted and without any duress or undue influence of any nature from any person or entity.
18 The Parties, and each of them, hereby expressly acknowledge that they are each
19 represented by counsel of their own choice in this matter and have been advised by counsel
20 accordingly.

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

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

1 31. Construction. The headings of all Sections and Paragraphs of this Stipulation
2 and Order are inserted solely for the convenience of reference and are not a part of the
3 Stipulation and Order and are not intended to govern, limit, or aid in the construction or
4 interpretation of any term or provision of this Stipulation and Order. In the event of a
5 conflict between such caption and the paragraph at the head of which it appears, the
6 paragraph and not such caption shall govern in the construction of this Stipulation and
7 Order.

8 32. Governing Law. This Stipulation and Order shall be governed by and
9 construed in accordance with the laws of the State of Nevada, without reference to conflict
10 of law principles.

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

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

22 35. Time is of the Essence. Time is of the essence in the performance of all terms
23 of this Stipulation and Order.

24 36. Severability. If any portion of this Stipulation and Order, or its application
25 thereof to any person or circumstance, shall be deemed to any extent to be invalid, illegal,
26 or unenforceable as a matter of law, all remaining clauses of this Stipulation and Order
27 and its application thereof shall be not affected and shall remain enforceable to the fullest
28 extent permitted by law.

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

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

13 

14 _____ Date: August 12, 2022

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

17 

18 _____ Date: 8/12/2022

19 Printed name: Adam Ryan
20 Title: CEO
21 On behalf of Respondent TRYKE D030

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23 _____ Date: 8/15/2022

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

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ORDER

WHEREAS, on 23rd 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 D030.

IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 23 day of August, 2022.

**STATE OF NEVADA,
CANNABIS COMPLIANCE BOARD**

By: 
HON. MICHAEL L. DOUGLAS, CHAIR