

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

3                   STATE OF NEVADA, CANNABIS  
4                   COMPLIANCE BOARD,

5                                   Petitioner,

Case No. 2022-096

6                   vs.

7                   PICKSY RENO LLC.,

8                                   Respondent.

9                   **STIPULATION AND ORDER FOR SETTLEMENT OF DISCIPLINARY ACTION**

10                   The Cannabis Compliance Board (the “CCB”), by and through counsel Aaron D. Ford,  
11                   Attorney General of the State of Nevada, and Emily N. Bordelove, Esq., Senior Deputy  
12                   Attorney General, hereby enters into this Stipulation and Order for Settlement of  
13                   Disciplinary Action (“Stipulation and Order”) with PICKSY RENO LLC. establishment  
14                   identification No.’s D106 and RD106 (hereinafter “PICKSY” or “Respondent”) by and  
15                   through its counsel of record Michael Cristalli Esq., of CLARK HILL LLP. Pursuant to this  
16                   Stipulation and Order, PICKSY and the CCB (collectively, the “Parties”) hereby stipulate  
17                   and agree that Case No. 2022-096 (the “Administrative Action”) shall be fully and finally  
18                   settled and resolved upon the terms and conditions set out herein.

19                                   **PERTINENT FACTS**

20                   1.     On or about July 14, 2022, the CCB initiated this disciplinary action via the service  
21                   and filing of a Complaint for Disciplinary Action (the “Complaint”). The Complaint alleges,  
22                   *inter alia*, that, contrary to Nevada law, PICKSY, which is licensed to operate a medical  
23                   cannabis dispensary, establishment identification No. D106, and an adult-use cannabis  
24                   retail store, establishment identification No. RD106: (1) offered cannabis or cannabis  
25                   product as “free” without purchase, thus either selling cannabis not found in the seed-to-  
26                   sale tracking system or diverting cannabis or cannabis products and/or failing to keep  
27                   required records; (2) failed to maintain required security alarm and surveillance systems;  
28                   (3) failed to keep any required records, and failing to meet requirements for the disposal of

1 cannabis waste; (4) failed to keep required records, including seed-to-sale tracking  
2 requirements; (5) under License D106 failed to establish and implement an inventory  
3 control system; (6) under License RD106 failed to establish and implement an inventory  
4 control system; (7) failed to display or have in his immediate possession a cannabis  
5 establishment agent registration card or proof of temporary registration; (8) failed to  
6 maintain hand-washing facilities; and (9)-(10) failed to file monthly sales reports.

7 2. PICKSY has not filed an Answer and/or a Request for a Hearing as of the date of  
8 this Stipulation and Order. Rather, PICKSY requested and was granted an extension to  
9 file its Answer and Request for a Hearing of 60 days to initiate and proceed with settlement  
10 negotiations. The current due date for PICKSY's Answer and Request for a Hearing is  
11 November 18, 2022. However, should the Board approve this Stipulation and Order at its  
12 October 25, 2022, meeting, there would be no need for PICKSY to file an Answer or Request  
13 for a Hearing.

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

#### 18 **ACKNOWLEDGEMENTS AND APPLICABLE LAW**

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

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

1 other rights which may be accorded to PICKSY under provisions of Title 56 of the Nevada  
2 Revised Statutes (“NRS”) (NRS Chapters 678A through 678D), the Nevada Cannabis  
3 Compliance Regulations (“NCCR”), and any other provisions of Nevada law. PICKSY  
4 waives all these rights by entering into this Stipulation and Order. If the CCB rejects this  
5 Stipulation and Order, or any portion thereof, all such waivers shall be deemed withdrawn  
6 by PICKSY.

7 5. Should this Stipulation and Order be rejected by the CCB or not timely performed  
8 by PICKSY, the Parties agree that presentation to and consideration by the CCB of such  
9 proposed stipulation or other documents or matters pertaining to the consideration of this  
10 Stipulation and Order shall not unfairly or illegally prejudice the CCB or any of its  
11 members from further participation, consideration, adjudication, or resolution of these  
12 proceedings and that no CCB Member shall be disqualified or challenged for bias.

13 6. PICKSY acknowledges that this Stipulation and Order shall only become effective  
14 after the CCB has approved it.

15 7. PICKSY enters this Stipulation and Order after being fully advised of PICKSY’s  
16 rights and as to the consequences of this Stipulation and Order. This Stipulation and Order  
17 embodies the entire agreement reached between the CCB and PICKSY. It may not be  
18 altered, amended, or modified without the express written consent of the Parties. All  
19 alterations, amendments, and/or modifications to this Stipulation and Order must be in  
20 writing. The Parties stipulate and agree that this Stipulation and Order if approved by the  
21 CCB, resolves only the allegations set forth in the Administrative Action via the Complaint  
22 in Case No. 2022-096.

23 8. In an effort to avoid the cost and uncertainty of a disciplinary hearing, PICKSY  
24 has agreed to settle this matter. For purposes of settling this matter, PICKSY  
25 acknowledges that the facts contained in the Paragraphs in the above “PERTINENT  
26 FACTS” portion of this Stipulation and Order are true and correct. Without waiving any  
27 constitutional rights against self-incrimination, PICKSY further acknowledges that if the  
28 CCB filed and served a Complaint in Case No. 2022-096, certain facts contained therein

1 could be found to constitute violations of Title 56 of NRS (NRS Chapters 678A through  
2 678D), and the NCCR, with penalties up to and including revocation, suspension, and/or  
3 civil penalties of up to \$597,500 for D106 and RD106 if this matter went to an  
4 administrative hearing.

5 9. In settling this matter, the Executive Director for CCB and counsel for the CCB  
6 have considered the factors set forth in NCCR 4.030(2), including: the gravity of the  
7 violations; the economic benefit or savings, if any, resulting from the violations; the size of  
8 the business of the violator; the history of compliance with the NCCR and Title 56 of NRS  
9 by PICKSY; actions taken to remedy and/or correct the violations; and the effect of the  
10 penalty on the ability of PICKSY to continue in business. More specifically, with regard to  
11 PICKSY's compliance history, this is PICKSY's first Complaint after acquiring these  
12 licenses in March of 2021. Other mitigating factors in Case No. 2022-096 include that  
13 PICKSY cooperated with the CCB's counsel in resolving this matter shortly after the  
14 Complaint was filed. The Executive Director for CCB and counsel for CCB also considered  
15 the size<sup>1</sup> of PICKSY's business and the impact of the civil penalties on its ability to continue  
16 with its business. Accordingly, a reasonable civil penalty has been proposed in this  
17 agreement based on these factors.

18 10. For the sole purpose of resolving the Administrative Action, PICKSY specifically  
19 admits to the following violations with respect to CCB Case No. 2022-096 for licenses D106  
20 and RD106:

- 21 a. One (1) Category III violation for improper waste disposal under NCCR  
22 4.050(1)(a)(14);
- 23 b. A second Category III violation for failing to keep any required records, including  
24 seed-to-sale tracking requirements under NCCR 4.050(1)(a)(3); and
- 25 c. One (1) Category V violation for failing to properly submit quarterly inventory  
26 reports, monthly sales reports, or other reports required by the Board under NCCR

27 \_\_\_\_\_  
28 <sup>1</sup> Picksy is a small to medium sized dispensary.

1 4.060(1)(a)(7).

2 which constitute a total of two (2) Category III & one (1) Category V violations. As to the  
3 remaining allegations in the Complaint, PICKSY neither admits nor denies those  
4 allegations, and no civil penalties shall be assessed for those remaining violations.

5 11. With respect to D106 and RD106, PICKSY further agrees to pay a civil penalty in  
6 the amount of FORTY THOUSAND (\$40,000)<sup>2</sup> dollars in consideration for its admitted  
7 violations in Paragraph 10 and accept a formal CCB warning in consideration for its  
8 admitted first Category V violation in Paragraph 10, in consideration for the CCB's  
9 agreement to resolve the Administrative Action on the terms set forth herein within the  
10 time set forth in Paragraph 17, below.

11 12. If the CCB approves this Stipulation and Order, it shall be deemed and considered  
12 disciplinary action by the CCB against PICKSY.

13 13. Both Parties acknowledge that the CCB has jurisdiction to consider and order this  
14 discipline because PICKSY holds privileged licenses regulated by the CCB as of July 1,  
15 2020. PICKSY expressly, knowingly, and intentionally waives the twenty-one (21) day  
16 and/or five (5) day notice requirements contained in the Nevada Open Meeting Law and  
17 acknowledges that this Stipulation and Order may be presented to the CCB for its  
18 consideration and potential ratification at the CCB's October 25, 2022, meeting.

19 **STIPULATED ADJUDICATION**

20 Based upon the above acknowledgments of the Parties and their mutual agreement,  
21 the Parties stipulate and agree that the CCB shall impose the following terms of discipline  
22 in this matter:

23 14. Violations. As to licenses D106 and RD106, PICKSY is found to have committed  
24 the two (2) Category III & one (1) Category V violations, as set form in Paragraph 10 above.

25 15. Imposition of Civil Penalties. PICKSY shall pay a total civil penalty in the amount  
26 of FORTY THOUSAND (\$40,000) dollars within the time set forth in Paragraph 17 below,

27 \_\_\_\_\_  
28 <sup>2</sup> To be apportioned \$20,000 to D106 and \$20,000 to RD106.

1 to be apportioned as set forth in Paragraph 11 above.

2 16. Formal Warning. In accordance with NCCR 4.060(2)(a)(l), the CCB hereby issues  
3 a formal warning to PICKSY as to its first Category V violation in the immediately  
4 preceding three (3) years: PICKSY shall timely submit all reports required by the Board  
5 and properly keep all records required by the Board. Failure to do so in the future will  
6 invoke additional progressive discipline and shall be considered an aggravating factor in  
7 considering the amount of civil penalties in any future disciplinary actions.

8 17. Payment of Civil Penalties. *If the CCB approves this Stipulation and Order at its*  
9 *October 25, 2022, meeting, PICKSY must pay the civil penalty set forth in this agreement*

Installment	Payment Deadline	Amount of Payment
First Installment	Monday, December 28, 2022, 5:00 PM PT	\$20,000
Second Installment	Monday January 30, 2023, 5:00 PM PT	\$20,000

10  
11  
12  
13 *If the Board approves this (or an amended) Stipulation and Order after its October 25,*  
14 *2022, meeting, PICKSY must pay the civil penalty set forth in this agreement no later than*  
15 *5:00 p.m., Pacific Time on the thirtieth (30th) day for the first payment of \$20,000 and*  
16 *thirty (30) days thereafter for the second payment of \$20,000, from the date the CCB*  
17 *approves this (or an amended) Stipulation and Order.<sup>3</sup> PICKSY acknowledges that it is*  
18 *critical to comply with the strict requirements of the deadline for payment. PICKSY agrees*  
19 *that, should it fail to make timely payment of the civil penalty, the following penalties and*  
20 *procedures will be in effect:*

- 21 a. The CCB will allow a five (5) ***business day*** grace period for late payment.<sup>4</sup>  
22 b. If payment is not physically received by the CCB at its Carson City office by 5:00  
23 p.m., Pacific Time, on the last day of the grace period, PICKSY shall be deemed to  
24 be in breach of this Stipulation and Order, deemed to be in default, and deemed to

25 <sup>3</sup> Should the due date fall on a Saturday, Sunday, or a holiday recognized by the State of Nevada, payment  
26 shall be due on the first following business day, to be received no later than 5:00 p.m., Pacific Time, on that  
date.

27 <sup>4</sup> If a check or other form of payment is returned for insufficient funds, or otherwise rejected, the failed  
28 payment will ***not*** be considered a payment and no additional time beyond the five (5) business day grace  
period will be granted for payment.

1 have admitted all allegations in the CCB's Complaint in Case No. 2022-096 and  
2 shall pay all penalties and receive all discipline set forth under the "Relief  
3 Requested" section of the Complaint, inclusive of revocation of licenses D106 and  
4 RD106 (effective on the date of the order of default) and civil penalties of \$597,500.  
5 The CCB will enter an order of default to this effect after default, and all amounts  
6 due under this subsection shall be immediately due and payable to the CCB.  
7 PICKSY agrees it cannot and will not file any petition for judicial review and/or  
8 any action in any forum for relief from this order of default and that the CCB may  
9 file any judicial action necessary to recover the amounts owed under this  
10 subsection, along with its attorneys' fees and costs for recovery of amounts owed.  
11 In the event of default under this Paragraph, PICKSY would not be eligible to apply  
12 for reinstatement of its revoked licenses for nine (9) years after the date of  
13 revocation of its licenses, and any such application would not be granted without  
14 prior payment of the full amount of \$597,500.

15 c. PICKSY may petition the CCB for an extension of the date to pay the civil penalty.  
16 However, for the CCB to consider any such petition, the CCB must receive said  
17 petition no later than five (5) business days prior to the payment deadline (which  
18 does not include any grace period). The CCB is not required to grant such a petition.  
19 In such a petition, PICKSY must demonstrate to the satisfaction of the CCB that  
20 there are extraordinary and unusual circumstances necessitating the extension  
21 requested. The CCB may delegate the decision as to whether to grant such a  
22 petition to the CCB Chair.

23 d. If an extension is granted under Paragraph 17(c), there shall be no grace period on  
24 the new payment date. If PICKSY does not pay by the new payment date, the  
25 provisions and penalties of Paragraph 17(b) apply.

26 18. Plan of Correction. PICKSY represents and warrants that it has submitted a plan  
27 of correction, which CCB staff has approved, that will remedy and prevent the recurrence  
28 of the violations set forth in this Stipulation and Order. In summary, the plan of correction

1 regarding the Administrative Action includes the following: for items (1) & (3) staff  
2 meetings reviewing policy and procedures regarding tester/samples and cannabis waste,  
3 increased management monitoring, updated Standard Operating Procedures and that the  
4 employee responsible for these issues is no longer employed by PICKSY; (2) Respondent  
5 has ensured cameras now have time stamp and date; (4) for the API Key Errors, PICKSY's  
6 addressed point of sale ("POS") system API issues which it believed caused communication  
7 problems with METRC; (5)-(6) PICKSY identified that its inventory issues stemmed from  
8 prior ownership, and has been working with METRC and the CCB to remedy this issue,  
9 and a recent Quarterly Inventory Report confirmed accurate on hand amounts; (7) the  
10 delay with obtaining the dispensary agent card was reconciled and addressed; (8) the faulty  
11 hot water heater was replaced and is working properly; (9) & (10) PICKSY no longer  
12 employs the employee who handled quarterly reports and the new employee will reach out  
13 to Accela to ensure reports are uploaded and will continue to send the quarterly inventory  
14 reports as required. PICKSY further represents and warrants that it is now, as of the date  
15 it has executed this Stipulation and Order, operating in full compliance with NRS Title 56  
16 and NCCR.

17 19. Contingency if Approval Denied. If the CCB does not approve, i.e., denies this  
18 Stipulation and Order, PICKSY and counsel for the CCB agree to resume settlement  
19 negotiations in good faith and attempt to reach an agreement to amend this Stipulation  
20 and Order and resubmit an amended Stipulation and Order to the CCB to review for  
21 approval at a subsequent regularly scheduled CCB meeting. If the Parties cannot reach  
22 such an agreement, the Parties agree to proceed with the Administrative Action, with  
23 PICKSY to timely file its Answer and Request for Hearing, and the matter to proceed to a  
24 disciplinary hearing before the CCB's assigned hearing officer in the ordinary course.  
25 Should the Administrative Action proceed for the reasons outlined in this Paragraph, the  
26 CCB preserves all its claims and arguments in the Administrative Action as set forth in its  
27 Complaint in Case No. 2022-096, and PICKSY preserves all its defenses and arguments it  
28 may set forth in its Answer and Request for Hearing and withdraws all waivers set forth



1 herein. An unapproved Stipulation and Order shall not be admissible as evidence or  
2 referenced in argument at any disciplinary hearing in CCB Case No. 2022-096 or any other  
3 matter involving the CCB.

4 20. Contingency if Approval Conditioned. If the CCB approves this Stipulation and  
5 Order but said approval is contingent on certain conditions, the Parties will undertake  
6 further good faith negotiations to include said conditions in an amended Stipulation and  
7 Order for execution by the CCB Chair. If PICKSY does not agree to the specific conditions  
8 imposed by the CCB, the Parties will undertake additional negotiations and attempt to  
9 reach an agreement to amend this Stipulation and Order and resubmit an amended  
10 Stipulation and Order to the CCB to review for approval at a subsequent regularly  
11 scheduled meeting. If the Parties cannot reach such an agreement, the Parties agree to  
12 proceed with the Administrative Action, with PICKSY to timely file its Answer and Request  
13 for Hearing, and the matter to proceed to a disciplinary hearing before the CCB's assigned  
14 hearing officer in the ordinary course. Should the Administrative Action proceed for the  
15 reasons outlined in this Paragraph, the CCB preserves all its claims and arguments in the  
16 Administrative Action as set forth in its Complaint in Case No. 2022-096, and PICKSY  
17 preserves all defenses and arguments it may assert in its Answer and withdraws all  
18 waivers set forth herein. An unapproved Stipulation and Order shall not be admissible as  
19 evidence or referenced in argument at any disciplinary hearing in CCB Case No. 2022-096  
20 or any other matter involving the CCB.

21 21. Closure of Disciplinary Action. Once PICKSY fully performs this Stipulation and  
22 Order, the Administrative Action will be closed.

23 22. Nothing in this Stipulation and Order shall preclude the CCB from pursuing any  
24 separate disciplinary actions against the individual cannabis establishment agent  
25 registration cards of the employees and/or agents of PICKSY who participated in,  
26 authorized, and/or perpetrated the acts and omissions set forth in the Complaint, and the  
27 CCB specifically reserves its rights to do so. Should the CCB proceed with disciplinary  
28 action against any such cannabis establishment agent, PICKSY agrees that it will

1 cooperate with the CCB staff and the CCB's counsel in the investigation of the actions of  
2 such cannabis establishment agents and provide any related documents or information  
3 requested in such investigations that are within its custody and/or control.<sup>5</sup> PICKSY also  
4 agrees to make available, upon reasonable notice, any of its employees, owners, officers,  
5 and/or directors, to the extent such individuals remain under PICKSY's control, to testify  
6 at any disciplinary hearings involving the subject cannabis establishment agents. The  
7 Parties agree that should the CCB approve this Stipulation and Order, this Stipulation and  
8 Order and the Complaint in CCB Case No. 2022-096 may be used as evidence at any  
9 subsequent disciplinary proceedings and hearings regarding the cannabis establishment  
10 agents described in this Paragraph.

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

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26 <sup>5</sup> Respondent further agrees that it will preserve for at least five years any documents and/or other evidence  
27 relevant to such a disciplinary action against the subject cannabis establishment agents.  
28

1 addressed to PICKSY and/or the Attorney General's staff attorneys. PICKSY agrees that,  
2 should the CCB decline to approve this Stipulation and Order, PICKSY will not contest or  
3 otherwise object to any CCB Member, and/or CCB appointed hearing officer hearing and  
4 adjudicating the Administrative Action based on the aforementioned *ex parte*  
5 communications with anyone from the Office of the Attorney General.

6 24. Release. PICKSY agrees that the State of Nevada, the CCB, the Office of the  
7 Attorney General, and each of their members, staff, attorneys, investigators, experts,  
8 hearing officers, consultants, and agents are immune from any liability for any decision or  
9 action taken in good faith in response to information and data acquired by the CCB.  
10 PICKSY agrees to release the State of Nevada, the CCB, the Office of the Attorney General,  
11 and each of their members, staff, attorneys, investigators, experts, hearing officers,  
12 consultants, and agents from any and all manner of actions, causes of action, suits, debts,  
13 judgments, executions, claims, and demands whatsoever, known or unknown, in law or  
14 equity, that PICKSY ever had, now has, may have or claim to have against any and/or all  
15 of the persons, government agencies or entities named in this Paragraph, arising out of, or  
16 because of, the CCB's investigation of the matters set forth in its Complaint, the matters  
17 set forth in this Stipulation and Order, or the administration of Case No. 2022-096.

18 25. No Precedence. *Except as otherwise set forth in Paragraph 22 above*, the  
19 Parties agree that this Stipulation and Order:

- 20 a. **shall not** constitute a precedent for any other issues or proceedings before the  
21 CCB and/or in any other forum, other than those set forth in this Stipulation  
22 and Order; and
- 23 b. **shall not** be admissible in any other proceeding or action with respect to proof  
24 of fact or any other matter and/or any other licensee and/or cannabis  
25 establishment, except proceedings brought to enforce this Stipulation and Order  
26 under its terms and/or for the CCB's consideration of future disciplinary action  
27 against this Respondent, and except with respect to any disciplinary proceedings  
28 against the cannabis establishment agents who participated in, authorized,

1 and/or perpetrated the acts and omissions set forth in the Complaint.

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

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

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

18 28. Voluntary and Informed Agreement. PICKSY represents that its owners, officers,  
19 and/or its directors, who are responsible for and able to legally bind PICKSY, have read  
20 completely and understand fully the terms of this Stipulation and Order, that such terms  
21 are fully understood and voluntarily accepted by PICKSY in advance of and as  
22 memorialized by the signing of this Stipulation and Order, and that the PICKSY's  
23 signature to this Stipulation and Order indicates same. PICKSY further represents that it  
24 has voluntarily entered into this Stipulation and Order to make a full, final, and complete  
25 compromise upon the terms and conditions set forth herein. PICKSY further represents  
26 that any releases, waivers, discharges, covenants, and agreements provided for in this  
27 Stipulation and Order have been knowingly and voluntarily granted and without any  
28 duress or undue influence of any nature from any person or entity. The Parties, and each

1 of them, hereby expressly acknowledge that they are each represented by counsel of their  
2 own choice in this matter and have been advised by counsel accordingly.

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

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

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

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

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

27 34. Interpretation. This Stipulation and Order results from negotiations among the  
28 Parties who have each negotiated and reviewed its terms. In the event a Court ever

1 construes this Agreement, the Parties expressly agree, consent, and assent that such Court  
2 shall not construe this Agreement or any provision hereof against any Party as its drafter  
3 for purposes of interpreting any ambiguity or uncertainty in this Stipulation and Order.

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

6 36. Severability. If any portion of this Stipulation and Order, or its application thereof  
7 to any person or circumstance, is held to any extent to be invalid, illegal, or unenforceable  
8 as a matter of law, all remaining clauses of this Stipulation and Order and its application  
9 thereof shall be not affected and shall remain enforceable to the fullest extent permitted by  
10 law.

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

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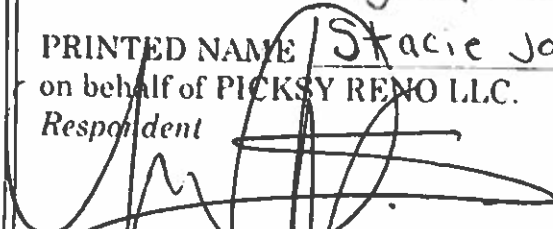
28 ///

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

4 

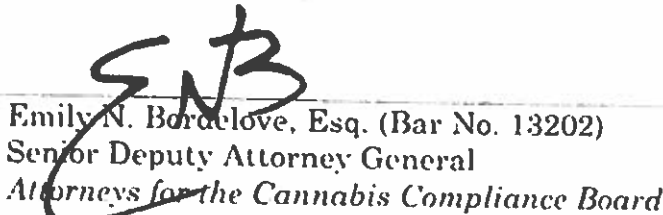
5 Date: 10/17/22

6 PRINTED NAME Stacie Jackson  
7 on behalf of PICKSY RENO LLC.  
8 Respondent

9 

10 Date: 10/17/22

11 Michael Cristalli, Esq. (Bar No. 6266)  
12 Attorneys for Respondent  
13 PICKSY RENO LLC.

14 

15 Date: 10/17/2022

16 Emily N. Bordelove, Esq. (Bar No. 13202)  
17 Senior Deputy Attorney General  
18 Attorneys for the Cannabis Compliance Board

19 **ORDER**

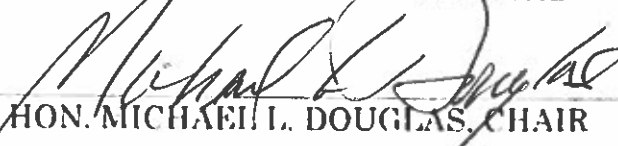
20 WHEREAS, on October 25, 2022, the Nevada Cannabis Compliance Board approved  
21 and adopted all the terms and conditions set forth in the Stipulation and Order for  
22 Settlement of Disciplinary Action with PICKSY RENO LLC..

23 IT IS SO ORDERED.

24 SIGNED AND EFFECTIVE this 25<sup>th</sup> day of OCTOBER, 2022.

25 STATE OF NEVADA,  
26 CANNABIS COMPLIANCE BOARD

27 By:

28   
HON. MICHAEL L. DOUGLAS, CHAIR