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

STATE OF NEVADA, CANNABIS
COMPLIANCE BOARD,

Petitioner,

vs.

GREEN CROSS OF AMERICA INC.,

Respondent.

CCB Case No. 2021-49

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STIPULATION AND ORDER FOR SETTLEMENT OF DISCIPLINARY ACTION

12 The Cannabis Compliance Board (the "CCB"), by and through its counsel, Aaron D.
13 Ford Esq., Attorney General for the State of Nevada, Michael Detmer Esq., Senior Deputy
14 Attorney General, and L. Kristopher Rath, Esq., Senior Deputy Attorney General, hereby
15 enters into this Stipulation and Order for Settlement of Disciplinary Action ("Stipulation
16 and Order") with Respondent Green Cross of America Inc. (hereinafter "GCA" or
17 "Respondent"), by and through its counsel of record, Derek Connor, Esq., of the law firm of
18 Connor & Connor PLLC. Pursuant to this Stipulation and Order, GCA and CCB
19 (collectively, the "Parties") hereby stipulate and agree that CCB Case No. 2021-49 (the
20 "Administrative Action") shall be fully and finally settled and resolved upon terms and
21 conditions set out herein.

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PERTINENT FACTS

24 1. On or about August 25, 2021, CCB agents conducted an audit/investigation of
25 GCA's medical (C035) and adult-use (RC035) cultivation facility ("Facility"). In the course
26 of the August 25, 2021, audit/investigation ("8/25/21 Investigation"), the CCB agents
27 observed multiple violations of NRS Title 56 and the NCCR. These violations included, but
28 were not limited to: operating without all required permits, certificates, and/or licenses;
failing to display or have in the immediate possession of each cannabis establishment agent
a cannabis establishment agent registration card or proof of temporary registration; failing

1 to have required security equipment, including devices to detect unauthorized intrusion
2 and/or security cameras; failing to ensure that cannabis and cannabis product are tagged
3 as required using the seed-to-sale inventory system.

4 2. As a consequence of the CCB agents' findings during the 8/25/21 Investigation,
5 On August 26, 2021, the CCB held an emergency meeting wherein it held, by a 5-0 vote,
6 that the public health, safety and/or welfare imperatively required emergency action and
7 it thereby issued an Emergency Order of Summary Suspension ("Summary Suspension")
8 against GCA.

9 3. On or about October 26, 2021, the CCB initiated disciplinary action via the
10 service and filing of a Complaint for Disciplinary Action (the "Complaint"). The 8/25/21
11 Investigation, as well as an August 26, 2021, audit/investigation of the Facility by/with law
12 enforcement agents and CCB agents, formed the basis for the Complaint. The Complaint
13 alleged, *inter alia*, that, contrary to Nevada law, GCA by and through, or arising from its
14 Facility: operated the Facility without all required permits, certificates, registrations
15 and/or licenses, and/or allowed medical and/or adult-use cannabis to be cultivated at the
16 Facility despite its state certificates/licenses having expired and local licenses revoked;
17 failed to have a cannabis agent at the Facility in immediate possession of a valid cannabis
18 establishment registration card or proof of registration; failed to immediately admit
19 regulatory personnel into the Facility and/or refused to allow CCB agents into the premises
20 of the Facility and/or refused CCB's inspection of the Facility; failed to maintain a required
21 surveillance system and security alarm; failed to meet seed-to-sale tracking requirements,
22 failed to tag all plants, and stored cannabis products outside the seed-to-sale tracking
23 system (multiple counts, including an illegal cannabis grow operation at the Facility by a
24 third party); and intentionally made false statements to board agents or, in the alternative,
25 unintentional false statements to board agents.

26 4. GCA filed its Answer and Demand for Hearing on or about December 15, 2021.
27 As to the factual allegations in the Complaint in CCB Case No. 2021-49, in its Answer,
28 GCA generally denied, or asserted it did not have enough information to admit or deny, the

1 allegations in the Complaint. The Parties then commenced the disciplinary process under
2 NRS Chapter 678A.

3 5. On or about January 14, 2022, the Eighth Judicial District Court, Department
4 13, appointed Mr. Singer as the receiver over GCA, subject to the CCB's approval of his
5 cannabis receiver agent card. (District Court Case No. A-16-735157-B¹). On or about
6 January 25, 2022, during a regularly scheduled meeting of the CCB, and pursuant to a
7 request from GCA for the placement of a cannabis receiver, the CCB approved the cannabis
8 receiver agent card application of Kevin Singer, thereby placing him as a receiver over GCA
9 ("Receiver").

10 6. During the time the Parties were engaged in the disciplinary process, the
11 Parties engaged in good faith negotiations to reach an agreement that is mutually
12 acceptable to Respondent, CCB staff, and counsel for the CCB, for resolution of the
13 Administrative Action, with the understanding that this Stipulation and Order must be
14 approved by majority vote of the members of the CCB to become effective.

15 7. As the Parties reached a resolution in principle on the foregoing matters,
16 subject to the CCB's approval, the Parties entered into an agreement to continue/stay the
17 disciplinary process (approved by the CCB's assigned Hearing Officer) to allow the CCB to
18 consider this Stipulation and Order for approval at an open CCB meeting.

19 **ACKNOWLEDGEMENTS AND APPLICABLE LAW**

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

22 8. GCA has entered into this Stipulation and Order on its own behalf and with
23 full authority to resolve the claims against it and is aware of GCA's rights to contest the
24 violations pending against it. These rights include representation by an attorney at GCA's
25 own expense, the right to a hearing on any violations or allegations formally filed, the right
26 to confront and cross-examine witnesses called to testify against GCA, the right to present
27 evidence on GCA's own behalf, the right to have witnesses testify on GCA's behalf, the right
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¹ Hereinafter referred to as the "Receivership Court".

1 to the filing and service of a disciplinary complaint for the violations alleged in the
2 Complaint, the right to obtain any other type of formal judicial review of these matters,
3 and any other rights which may be accorded to GCA pursuant to provisions of NRS
4 Chapters 678A through 678D, the Nevada Cannabis Compliance Regulations (NCCR), and
5 any other provisions of Nevada law. GCA is waiving all these rights by entering into this
6 Stipulation and Order. If the CCB rejects this Stipulation and Order, or any portion thereof,
7 all such waivers shall be deemed withdrawn by GCA.

8 9. Should this Stipulation and Order be rejected by the CCB or not timely
9 performed by GCA, it is agreed that presentation to and consideration by the CCB of such
10 proposed stipulation or other documents or matters pertaining to the consideration of this
11 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 10. GCA acknowledges that this Stipulation and Order shall only become effective
15 after the CCB has approved it.

16 11. GCA enters this Stipulation and Order after being fully advised of GCA's
17 rights and as to the consequences of this Stipulation and Order. This Stipulation and Order
18 embodies the entire agreement reached between the CCB and GCA. It may not be altered,
19 amended, or modified without the express written consent of the Parties, and all
20 alterations, amendments and/or modifications must be in writing. The Parties stipulate
21 and agree that this Stipulation and Order, if approved by the Board, resolves only the
22 allegations set forth in the Administrative Action via the Complaint in Case No. 2021-49.

23 12. In an effort to avoid the cost and uncertainty of a disciplinary hearing, GCA
24 has agreed to settle these matters. For purposes of settling these matters, GCA
25 acknowledges that the facts contained in the paragraphs in the above "Pertinent Facts"
26 portion of this Stipulation and Order are true and correct. Without waiving any
27 constitutional rights against self-incrimination, GCA further acknowledges that certain
28 facts contained in the CCB Complaint in Case No. 2021-49 could be found to constitute

1 violations of Title 56 of NRS (NRS Chapters 678A through 678D), and the NCCR, with
2 penalties up to and including revocation, suspension, and/or the imposition of civil
3 penalties of up to \$565,000, if these matters went to an administrative hearing.

4 13. In settling these matters the Executive Director for CCB and counsel for CCB
5 have considered the factors set forth in NCCR 4.030(2), including: the gravity of the
6 violations; the economic benefit or savings, if any, resulting from the violations; the size of
7 the business of the violator; the history of compliance with the NCCR and Title 56 of NRS
8 by the violator; actions taken to remedy and/or correct the violations; and the effect of the
9 penalty on the ability of the violator to continue in business. Given the extensive and
10 serious violations alleged in both the Complaint and summary suspension proceeding
11 (including an illegal grow operation, of which the owners purportedly had no apparent
12 knowledge of until CCB staff so informed them), as well as severe financial issues and
13 Respondent's loss of its premises, this licensee will not be able to fully correct its violations
14 or continue in business without new ownership. As a mitigating factor, the owners of record
15 of Respondent have agreed to remove themselves from these licenses completely and sell
16 C035 and RC035 to new owners. Without this concession, the CCB would need to proceed
17 through the disciplinary process and seek revocation of the licenses.

18 14. To resolve the Administrative Action, and only for those purposes and no
19 other, GCA specifically admits to the following violations with respect to the Complaint in
20 CCB Case No. 2021-49:

- 21 a. One violation of NCCR 4.035(1)(a)(2), for operating without all required
22 permits, certificates, registrations and/or licenses, which constitutes
23 one Category I violation.
- 24 b. One violation of NCCR 4.040(1)(a)(18), for failing to renew a cannabis
25 license on time, which constitutes one Category II violation.
- 26 c. One violation of NCCR 4.040(1)(a)(14), failing to maintain the facility's
27 security system, which constitutes a second Category II violation.
- 28 d. One violation of 4.050(1)(a)(3), for failing to follow seed to sale tracking

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requirements, which constitutes one Category III violation.

- e. One violation of NCCR 4.050(1)(a)(13) for storing or delivering cannabis product outside the seed-to-sale tracking system, which constitutes a second Category III violation.
- f. Three violations of NCCR 4.055(1)(a)(1), for failing to have cannabis establishment agents in possession of valid agent cards, which constitutes three Category IV violations.

15. As to the remaining allegations in the Complaint, GCA neither admits nor denies those allegations and no civil penalties shall be assessed as to those remaining violations.

16. With respect to GCA's adult-use (RC035) and medical (C035) cultivation licenses ("Licenses"), GCA agrees to pay a civil penalty in the amount of \$300,000² in consideration for its admitted violations in Paragraph 14, above, and in consideration for CCB's agreement to resolve the Administrative Action on the terms set forth herein. Said sum shall be paid as set forth specifically in Paragraph 23, below.

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

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

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

² To be apportioned \$150,000 to RC035 and \$150,000 to C035.

1 the CCB in this matter as follows:

2 19. Violations. As to licenses C035 and RC035, GCA is found to have committed
3 one Category I violation, two Category II violations, two Category III violations, and three
4 Category IV violations, as set forth in Paragraphs 15(a) through 15(f), above.

5 20. Transfer of Licenses/Surrender of Agent Cards

6 a. Sale and Transfer of Licenses:

7 i. Respondent shall sell its Licenses to a Third Party Buyer ("TPB")
8 and shall submit a transfer of interest ("TOI") application for this
9 transfer to the TPB (TOI-TPB) within 45 days of the approval of
10 the Stipulation and Order, should the CCB and Receivership
11 Court approve this Stipulation and Order. No owner of GCA,
12 including those of record with the CCB (as listed in Paragraph
13 20(b)(ii), below) may retain any interest, financial or otherwise,
14 in the license or TPB after the sale. Nothing in the foregoing will
15 preclude any current or former owner of GCA from seeking relief
16 from the receivership estate, after the sale, in the receivership
17 court against the proceeds of the sale of the license pursuant to
18 Nevada law. The Parties may jointly agree to extend the 45-day
19 deadline described in this Paragraph, for good cause shown.

20 ii. GCA shall, through its Receiver, seek and obtain approval from
21 the Receivership Court for this Stipulation and Order and shall
22 file a motion seeking the same no later than 14 days after the
23 CCB's approval of the TOI-TPB. The Receiver may seek such
24 approval prior to the CCB's approval of this Stipulation and
25 Order, provided that all parties (except the CCB) have executed
26 the Stipulation and Order and the motion only seeks the
27 Receivership Court's approval of this Stipulation and Order and
28 that the approval be contingent on the CCB's approval of this

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Stipulation and Order.

iii. GCA shall, through its Receiver, file a motion with the Receivership Court for approval of the sale to the TPB identified in the TOI-TPB. Receiver shall file such motion with the Receivership Court prior to the CCB's approval of the TOI-TPB but the motion and resulting Order shall make clear that the sale is subject to CCB approval of the TOI-TPB.

iv. If the Receivership Court and/or the CCB reject the TOI-TPB, GCA shall have 120 days to find an alternative buyer of GCA. If at the end of this 120 days an alternative buyer is not located, and unless the Parties agree to an extension of time for GCA to find an alternative buyer, the licenses shall be deemed to have been voluntarily surrendered.

v. If the Receivership Court rejects this Stipulation and Order, or seeks/places conditions that conflict with the terms of this Stipulation and Order, the Parties will undertake further good faith negotiations to modify the agreement for a proposed amended stipulation for execution by the CCB Chair. If the Parties are unable to reach an amended agreement within 60 days of the Receivership Court's rejection, the Parties agree to proceed with the Administrative Action.

b. Surrender of Agent Cards:

i. Upon the Board's acceptance of the Stipulation and Order, any/all owners of GCA of record with the CCB as of November 1, 2021, including those provided in Paragraph 20(b)(ii), below, shall voluntarily surrender their agent cards or temporary agent cards for GCA; if any such owners do not hold an active or temporary agent card for GCA, the same shall be deemed

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surrendered upon the CCB's approval of this Stipulation and Order. If any such owner³ refuses to surrender his/her agent card, and/or refuses to sign this Stipulation and Order, the Receiver shall request from the Receivership Court the authority to surrender said owner's agent card and said owner may raise his/her objections to the Receivership Court.

ii. The owners of GCA on record with the CCB as of November 1, 2021, are the following individuals:

1. Moosa Kohanim
2. Joan Restifo
3. Steven Restifo
4. Charmin Thomas
5. John Ocegüera
6. Guy Marzola
7. Peter Gnecco

iii. It is the responsibility of GCA and its Receiver to secure the voluntary surrenders of agent cards as described in Paragraph 20(b)(i), as well as the signatures of GCA's owners on the Stipulation and Order. If any such owner refuses to sign the Stipulation and Order, Receiver shall request from the Court the authority to execute the Stipulation and Order on any such owner's behalf and any said owner may raise their objections to the Court.

21. Summary Suspension/Status of Licenses:

- a. Should the Board approve the Stipulation and Order, the Licenses will be removed from summary suspension status and immediately revert to a conditional status pending completion and approval of the TOI-TPB.
- b. GCA licenses shall not be lifted from conditional status and TPB shall

³ Should any of the owners listed in Paragraph 20(b)(ii) be deceased, the Receiver shall provide the CCB proof any such owner is deceased, and so indicate in that owner's signature block for this Stipulation and Order.

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not commence operations for the cultivation of cannabis until the CCB has inspected the new intended cultivation facility ("New Facility") and approved it for operations. If final inspection and final license to operate the Facility is not obtained within 1 year from the date of the CCB's approval of TPB-TOI, the TPB may request an extension from the Board for additional time to complete a final inspection of the license.

- c. GCA's Facility's location at 5101 South Oakridge Ave., Pahrump, Nevada 89048, has been surrendered back to its landlord. GCA or the TPB shall submit a request for change of location of the Facility to the CCB and its intended local authorities for review and approval.
- d. Both Licenses must be timely and properly renewed prior to their expiration dates and shall be deemed voluntarily surrendered, if not properly renewed 90 days after their expiration dates.

22. Imposition of Civil Penalties. GCA shall pay a total civil penalty in the amount of three hundred thousand dollars (\$300,000) ("Civil Penalty") within the time set forth in Paragraph 23.

23. Civil Penalty and Outstanding Balances.

a. Civil Penalty

- i. GCA shall pay the total Civil Penalty set forth in this Stipulation and Order within 30 days of the last of the two required events occurring:
 - 1. The Receivership Court's approval of the TOI-TPB and this Stipulation and Order, whichever occurs later; and
 - 2. The CCB's approval of the TOI-TPB and this Stipulation and Order, whichever occurs later.
- ii. GCA and the Receiver acknowledge that it is critical to comply with the strict requirements of the deadline for payment. Except as provided in Paragraph 23(d), if the Civil Penalty is not paid

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within 30 days of the CCB's approval of the TOI-TPB, the licenses shall be deemed to have been voluntarily surrendered, regardless of who owns the licenses at the time.

iii. GCA agrees that, should it fail to make timely payment of the civil penalty, the foregoing penalties and procedures will be in effect:

1. CCB will allow a five-business day grace period for late payment⁴.
2. If payment is not physically received by the CCB at its Carson City office by 5:00 p.m., Pacific Time, on the last day of the grace period, GCA shall be deemed to be in default, the CCB will enter an order of default to this effect, and thereafter the Licenses shall be deemed to have been voluntarily surrendered, regardless of the person or entity who owns them at that time. GCA agrees it cannot and will not file any petition for judicial review and/or any action in any forum for relief from this order of default and the CCB may file any judicial action necessary to recover any amounts owed, along with its attorneys' fees and costs for recovery of amounts owed.

b. **Time and Effort:** Except as provided in Paragraph 23(d), the payment of any outstanding fees for time and effort by CCB ("T&E"), including T&E accrued while GCA is under receivership and/or after closing of the sale of GCA to TPB, shall occur within 30 days of the Receiver's receipt of the proceeds of a sale of the Licenses to TPB, subject to any approvals required by the Receivership Court, or within 6 months of

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.

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the sale, whichever is sooner.

c. **Past Due Taxes and Renewal Fees:** Except as provided in Paragraph 23(d), the payment of any outstanding taxes and/or renewal fees shall be paid at the time of the transfer of GCA to TPB, but no later than 30 days thereafter.

d. **Extensions:**

i. GCA may petition the CCB for an extension of 30-days to pay those amounts described in Paragraphs 22 and 23. However, for the CCB to consider any such petition, the CCB must receive said petition no later than 5 business days prior to the payment deadline (which does not include any grace period). The CCB is not required to grant such a petition. In such a petition, GCA must demonstrate to the satisfaction of the CCB that there are extraordinary and unusual circumstances necessitating the extension requested. The CCB may delegate the decision as to whether to grant such a petition to the CCB Chair.

ii. If an extension is granted under Paragraph 23(d), there shall be no grace period on the new payment date. If GCA does not pay and/or the CCB does not physically receive payment, by the new payment date, the provisions and penalties of Paragraph 23(a)(iii) shall apply, and/or any other remedy as permitted by this Stipulation and Order or law.

e. Respondent understands and agrees that the payments required under Paragraph 23, shall be a condition of the sale of GCA to TPB and shall take priority over any claims by any creditors and must be paid to the State of Nevada prior to the payment of any creditors. Respondent further agrees that it shall not be necessary or required for the CCB to make any creditor claims to obtain payment for any and all amounts

1 owed to the State of Nevada under this Stipulation and Order,
2 including for taxes and time and effort fees due, as Respondent intends
3 to pay these amounts as soon as possible in accordance with the terms
4 set forth herein. The Parties agree to waive the notice requirements set
5 forth in NRS 241.034, as the parties desire that this Stipulation and
6 Order be submitted to the CCB for approval at the earliest possible time
7 convenient to the CCB.

8 24. Receiver's Assignment:

9 a. The Receiver shall remain in place as the Receiver of GCA until the
10 Receivership Court and the CCB determines a receiver is no longer
11 needed. The Receiver shall request Receivership Court approval for the
12 Receiver to be removed as the Receiver over the licenses pursuant to
13 the CCB's January 25, 2022, Order Approving Placement of a Receiver
14 ("Receiver Order") once the Licenses are successfully transferred to the
15 TPB and the sale closes. The Receiver must also request approval from
16 the CCB for his removal over the licenses. This will not terminate the
17 receivership appointment over GCA, but just simply remove the
18 Receiver's appointment and placement over the Licenses.

19 b. The Parties acknowledge that the Receiver may execute other
20 documents and instruments in connection with this Stipulation and
21 Order, solely in the Receiver's capacity as the court-appointed receiver
22 for GCA and not in any other capacity.

23 25. Plan of Correction. Respondent represents and warrants that it has submitted
24 and put in place a plan of correction ("POC"), that will remedy and prevent the recurrence
25 of the violations set forth in this Stipulation and Order. In summary, the POC states that
26 the Respondent shall sell the Licenses to a third party buyer who will be responsible for
27 overseeing and managing the Facility/Licenses including: (1) hiring new staff, specifically
28 including a Security Manager/Director and Inventory Manager; (2) obtaining all necessary

1 agent cards and completing all necessary license renewal applications; (3) training staff in
2 proper security procedures, the seed-to-sale tracking system, proper inventory and
3 operational procedures, and compliance with all applicable regulations; (4) ensuring the
4 facility is equipped with required security equipment; (5) ensuring that appropriate
5 personnel are available to provide access to all rooms in the Facility to CCB agents upon
6 request; and (6) ensuring that the Facility is fully equipped with all necessary equipment,
7 appliances, and/or supplies. The POC additionally provided that all of the Cannabis that
8 was discovered within the Facility on August 25 and 26, 2021, was destroyed (as witnessed
9 by CCB agents). The CCB staff reviewed and approved the POC. However, as the POC's
10 corrective actions are primarily dependent/contingent on the sale of GCA to a TPB, the
11 CCB staff's approval of the POC is dependent/contingent on the same (see Paragraph 21,
12 above). It shall be the responsibility of the TPB to implement and continue with this plan
13 of correction and the Licenses shall still be subject to disciplinary action for failure to
14 comply with the POC, regardless of the ownership of the Licenses.

15 26. Contingency if Approval Denied. If approval of this Stipulation and Order is
16 denied by the CCB, GCA and counsel for the CCB agree to resume settlement negotiations
17 in good faith and attempt to reach an agreement to amend this Stipulation and Order and
18 resubmit an amended Stipulation and Order to the CCB to review for approval at a
19 subsequent regularly scheduled CCB meeting. If such an agreement cannot be reached, the
20 Parties agree to proceed with the Administrative Action, and the matter to proceed to a
21 disciplinary hearing before the CCB's assigned hearing officer in the ordinary course.
22 Should 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 Complaint and GCA preserves all its defenses and arguments it may set forth in its Answer,
25 and withdraws all waivers set forth herein. An unapproved Stipulation and Order shall not
26 be admissible as evidence or referenced in argument at any disciplinary hearing in CCB
27 Case No. 2021-49 or any other matter involving the CCB.

28 27. Contingency if Approval Conditioned. If the CCB approves this Stipulation

1 and Order, but said approval is contingent on certain conditions, the Parties will undertake
2 further good faith negotiations to include said conditions in an amended stipulation and
3 order for execution by the CCB Chair, at his discretion. If GCA does not agree to the certain
4 conditions imposed by the CCB, the Parties will undertake additional negotiations and
5 attempt to reach an agreement to amend this Stipulation and Order and resubmit an
6 amended stipulation and order to the CCB to review for approval at its next regularly
7 scheduled meeting. If such an agreement cannot be reached, the Parties agree to proceed
8 with the Administrative Action, and the matter to proceed to a disciplinary hearing before
9 the CCB's assigned hearing officer in the ordinary course. Should the Administrative
10 Action proceed for the reasons set forth in this Paragraph, CCB preserves all its claims and
11 arguments in the Administrative Action as set forth in its Complaint and GCA preserves
12 all its defenses and arguments it may set forth in its Answer, and withdraws all waivers
13 set forth herein. An unapproved Stipulation and Order shall not be admissible as evidence
14 or referenced in argument at any disciplinary hearing in CCB Case No. 2021-49 or any
15 other matter involving the CCB.

16 28. Closure of Disciplinary Action. Once this Stipulation and Order is fully
17 performed by GCA, the Administrative Action will be closed.

18 29. Nothing in this Stipulation and Order shall preclude the CCB from pursuing
19 any separate disciplinary actions against GCA that are separate and apart from this matter
20 (Case Number 2021-49). However, such discipline shall not be binding on or have any effect
21 on the TPB, except for the progressive discipline provisions under NCCR 4.035 through
22 4.060, and as otherwise as set forth in Paragraph 32, below. Nor shall this Stipulation and
23 Order preclude the CCB from pursuing any separate disciplinary actions against the
24 individual cannabis establishment agent registration cards of the employees and/or agents
25 of Respondent who participated in and/or perpetrated the acts and omissions set forth in
26 the Complaint, and the CCB specifically reserves its rights to do so. Should the CCB
27 proceed with disciplinary action against any such cannabis establishment agent,
28 Respondent and the Receiver agree to cooperate with the CCB staff and the CCB's counsel's

1 investigation of the actions of such cannabis establishment agents and provide any related
2 documents or information requested in such investigations that is within its custody and/or
3 control.⁵ Respondent also agrees to make available, upon reasonable notice, any of its
4 employees, owners, officers, and/or directors, to the extent such individuals remain under
5 Respondent's control, to testify at any disciplinary hearings involving the subject cannabis
6 establishment agents. The Parties agree that, should the CCB approve this Stipulation
7 and Order, this Stipulation and Order, and the Complaint in CCB Case No. 2021-49, may
8 be used as evidence at any subsequent disciplinary proceedings and hearings regarding the
9 cannabis establishment agents identified in the Complaint in this case.

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

28 ⁵ Respondent and TPB further agree that they 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 adjudicating the Administrative Action based on the aforementioned *ex parte*
2 communications with anyone from the Nevada Attorney General's Office.

3 31. Release. Respondent agrees that the State of Nevada, the CCB, the Office of
4 the Attorney General, and each of their members, staff, attorneys, investigators, experts,
5 hearing officers, consultants and agents are immune from any liability for any decision or
6 action taken in good faith in response to information and data acquired by the CCB.
7 Respondent agrees to release the State of Nevada, the CCB, the Nevada Attorney General's
8 Office, and each of their members, staff, attorneys, investigators, experts, hearing officers,
9 consultants and agents from any and all manner of actions, causes of action, suits, debts,
10 judgments, executions, claims and demands whatsoever, known or unknown, in law or
11 equity, that Respondent ever had, now has, may have or claim to have against any and/or
12 all of the persons, government agencies or entities named in this Paragraph, arising out of,
13 or by reason of, the CCB's investigation of the matters set forth in the Complaint, the
14 matters set forth in this Stipulation and Order, and/or the administration of CCB Case No.
15 2021-49.

16 32. No Precedence. The Parties agree: (1) That this Stipulation and Order shall
17 not constitute a precedent for any other issues or proceedings before the CCB or in any
18 other forum, other than those set forth in this Stipulation and Order; (2) That this
19 Stipulation and Order shall not be admissible in any other proceeding or action with respect
20 to proof of fact or any other matter and/or any other licensee and/or cannabis establishment,
21 or taxpayer, except proceedings brought to enforce this Stipulation and Order under its
22 terms and/or for the CCB's consideration of future disciplinary action against this
23 Respondent, and except as set forth in Paragraph 29, above. Furthermore, the CCB may
24 consider the discipline imposed herein in any future disciplinary action against licenses
25 C035 and RC035, as required under NCCR 4.030(2), along with the other factors set forth
26 in NCCR 4.030(2), and possible progressive discipline pursuant to NCCR 4.035 through
27 4.060. As every case concerns different facts and details, this Stipulation does not act as
28 precedence, or persuasive authority, to bind the CCB to impose any particular penalty, to

1 charge or allege any particular violation, and/or to impose any particular disciplinary
2 action in the future for this Respondent, or any other respondent for violations of the same
3 statutes and/or regulations addressed in this Stipulation and Order. Likewise, CCB is not
4 bound by any previous settlement agreements it has approved in entering into this
5 Stipulation and Order.

6 33. Attorneys' Fees and Costs. The Parties each agree to bear their own attorneys'
7 fees and costs.

8 34. Further Assurances. The Parties shall cooperate in executing such additional
9 documents and performing such further acts as may be reasonably necessary to give effect
10 to the purposes and provisions of this Stipulation and Order.

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

25 36. Warranties of Authority. The Parties to this Stipulation and Order, and each
26 of them, expressly warrant and represent to all other Parties that each has the full right,
27 title, and authority to enter into and to carry out its obligations hereunder, with the sole
28 exception of the required approval of this Stipulation and Order by the CCB. The Parties

1 also expressly acknowledge the foregoing authority.

2 37. Binding Effect. This Stipulation and Order shall be binding upon and inure
3 to the benefit of the Parties hereto and the Parties' respective successors, predecessors,
4 parents, affiliates, shareholders, employees, heirs, executors, assigns, and administrators.

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

12 39. Governing Law. This Stipulation and Order shall be governed by and
13 construed in accordance with the laws of the State of Nevada, without reference to conflict
14 of law principles.

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

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

27 42. Time is of the Essence. Time is of the essence in the performance of all terms
28 of this Stipulation and Order.

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

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

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

18
19  _____ Date: 11/8/2022
20 Kevin Singer
21 Receiver for Respondent GCA

22
23
24 _____ Date: _____
25 Derek Connor, Esq. (Nevada Bar No. 12194)
26 Receiver for Respondent ACC
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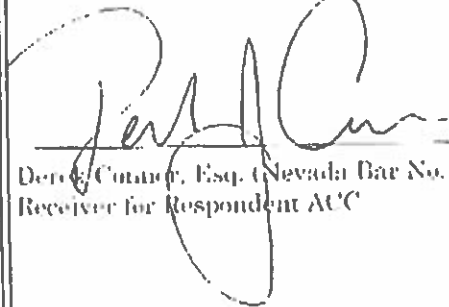
43. Severability. If any portion of this Stipulation and Order, or its application thereof to any person or circumstance, shall be deemed to any extent to be invalid, illegal, or unenforceable as a matter of law, all remaining clauses of this Stipulation and Order and its application thereof shall be not affected and shall remain enforceable to the fullest extent permitted by law.

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Kevin Singer
Receiver for Respondent GCA

Date: 11/8/2022

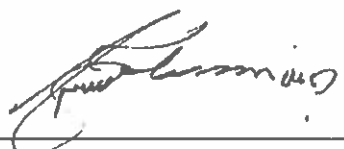


Derek Connor, Esq. (Nevada Bar No. 12194)
Receiver for Respondent ACC

Date: 12/08/2022



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Date: 12-06-2022

Moosa Kohanim, Owner
GCA

Date: _____

Joan Restifo, Owner
GCA

Date: _____

Steven Restifo, Owner
GCA

Date: _____

Charmin Thomas, Owner
GCA

Date: _____

John Ocegüera, Owner
GCA

Date: _____

Guy Marzola, Owner
GCA

Date: _____

Peter Gnecco, Owner
GCA

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Moosa Kohanim, Owner
GCA

Date: _____

Joan Restifo

Date: 12/08/2022

Joan Restifo, Owner
GCA

Steven Restifo, Owner
GCA

Date: _____

Charmin Thomas, Owner
GCA

Date: _____

John Ocegüera, Owner
GCA

Date: _____

Guy Marzola, Owner
GCA

Date: _____

Peter Gnecco, Owner
GCA

Date: _____

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_____ Date: _____

Moosa Kohanim, Owner
GCA

_____ Date: _____

Joan Restifo, Owner
GCA

SEAD

11/28/2022

_____ Date: _____

Steven Restifo, Owner
GCA

Charmin Thomas

11/28/2022

_____ Date: _____

Charmin Thomas, Owner
GCA

_____ Date: _____

John Ocegüera, Owner
GCA

_____ Date: _____

Guy Marzola, Owner
GCA

_____ Date: _____

Peter Gnecco, Owner
GCA

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Moosa Kohanim, Owner
GCA

Date: _____

Joan Restifo, Owner
GCA

Date: _____

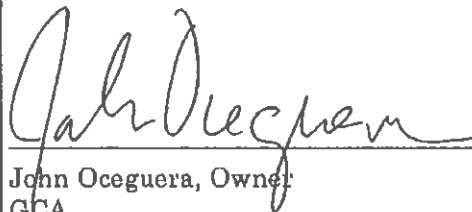
Steven Restifo, Owner
GCA

Date: _____

Charmin Thomas, Owner
GCA

Date: _____

John Ocegüera, Owner
GCA



Date: 11/8/22

Guy Marzola, Owner
GCA

Date: _____

Peter Gnecco, Owner
GCA

Date: _____

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_____ Date: _____

Moosa Kohanim, Owner
GCA

_____ Date: _____

Joan Restifo, Owner
GCA

_____ Date: _____

Steven Restifo, Owner
GCA

_____ Date: _____

Charmin Thomas, Owner
GCA

_____ Date: _____

John Ocegüera, Owner
GCA

Deceased (KAS)

Date: 12-8-2022


Guy Marzola, Owner
GCA

Deceased (KAS)

Date: 12-8-2022

Peter Gnecco, Owner
GCA

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 Date: 12/8/22

L. Kristopher Rath (Nevada Bar No. 5749)
Senior Deputy Attorney General
Mike Detmer (Nevada Bar No. 10873)
Counsel for Cannabis Compliance Board


ORDER

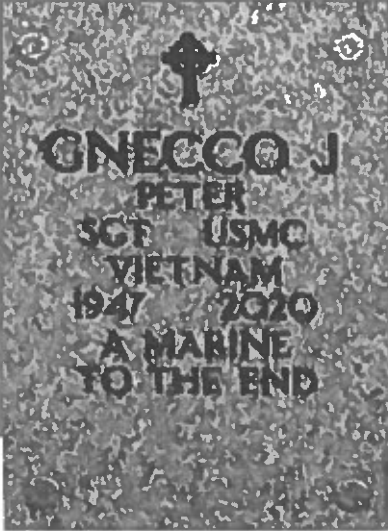
WHEREAS, on the 13th day of December, 2022, the Nevada Cannabis Compliance Board approved and adopted all the terms and conditions set forth in the Stipulation and Order for Settlement of Disciplinary Action with GCA.

IT IS SO ORDERED.

SIGNED AND EFFECTIVE (with respect to the CCB and with the contingencies set forth herein) this 15th day of December, 2022.

STATE OF NEVADA,
CANNABIS COMPLIANCE BOARD

By: 
HON. MICHAEL L. DOUGLAS, CHAIR



Peter Gnecco

BIRTH	28 Jan 1947
DEATH	20 Jul 2020 (aged 73)
BURIAL	Southern Nevada Veterans Memorial Cemetery Boulder City, Clark County, Nevada, USA
PLOT	SECTION B6 ROW D SITE 42
MEMORIAL ID	214667239 - View Source

SHARE



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SUGGEST EDITS



MEMORIAL

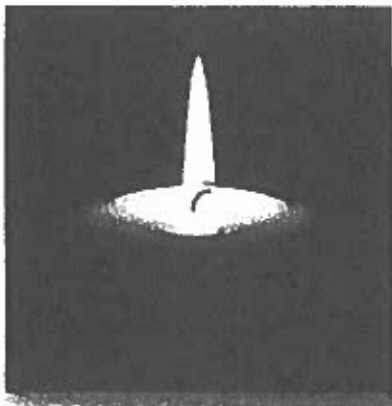
PHOTOS **1**

FLOWERS **0**

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Home > Obituaries > Guy Marzola Obituary



Guy Marzola

About

BORN

July 28, 1953

DIED

December 17, 2018

LOCATION

Las Vegas, Nevada

Obituary

✿ Send Flowers

Guy was born on July 28, 1953 and passed away on Monday, December 17, 2018. Guy was a resident of Las Vegas,