

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

3 STATE OF NEVADA, CANNABIS
4 COMPLIANCE BOARD,

5 Petitioner,

Case No. 2022-058

6 vs.

7 **FAITH COSBY,**

8 Respondent.

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

10 The Cannabis Compliance Board of the State of Nevada (the “CCB”), by and through
11 its counsel Aaron D. Ford, Attorney General of the State of Nevada Emily N. Bordelove,
12 Esq., Senior Deputy Attorney General, and Ashley A. Balducci, Esq., Senior Deputy
13 Attorney General, hereby enters into this Stipulation and Order for Settlement of
14 Disciplinary Action (“Stipulation and Order”) with FAITH COSBY (“COSBY” or
15 “Respondent”) by and through COSBY’s counsel of record Maggie McLetchie Esq. of
16 MCLETTCHIE LAW. Under this Stipulation and Order, COSBY and the CCB (collectively,
17 the “Parties”) hereby stipulate and agree that Case No. 2022-058 (the “Administrative
18 Action”) shall be fully and finally settled and resolved upon the terms and conditions set
19 out herein.

20 **PERTINENT FACTS**

21 1. On November 16, 2021, the Board approved the settlement agreement in *CCB vs.*
22 *Essence Tropicana, LLC*, Case No. 2021-050. That disciplinary action involved the facility’s
23 self-report to the CCB that an underage person entered the facility attempting to purchase
24 cannabis which prompted the facility to investigate further. The facility’s investigation
25 revealed that the same underage person had successfully purchased cannabis through the
26 facility’s drive-thru three (3) times previously. The facility admitted to a violation of
27 Nevada law and paid a civil penalty. During the presentation of the settlement agreement,
28 the CCB’s Chair inquired as to whether the CCB’s staff would pursue action against the

1 employees involved and requested a report back to the Board regarding the status of the
2 CCB's staff's action taken against the employees.

3 2. The three (3) employees involved in the previous sales to the underage person
4 through the drive-thru that occurred on March 28, 2021, April 2, 2021, and April 9, 2021,
5 settled in Case Nos. 2022-061, 2022-059, & 2022-060, which were presented and approved
6 at the March 22, 2022, April 26, 2022, & May 24, 2022, Board Meetings, respectively. The
7 remaining related matter involved the employee who unintentionally allowed the same
8 underage person into the facility and then attempted to make a purchase (but did not do
9 so), which is addressed in this Stipulation and Order.

10 3. On February 28, 2022, the CCB initiated this Administrative Action via the service
11 and filing of a Complaint for Disciplinary Action (the "Complaint"). The Complaint alleges,
12 *inter alia*, that, contrary to Nevada law, COSBY failed to verify the age of an individual
13 under 21 years of age by ignoring the VeriScan notification that the individual was
14 underage and allowing a person who is less than 21 years of age to enter or remain in a
15 cannabis establishment. The Complaint alleges that COSBY's actions constitute grounds
16 for the immediate revocation of her cannabis establishment agent registration card ("Agent
17 Card") pursuant to Nevada Revised Statutes ("NRS") 678B.385(2) and/or one (1) Category
18 II violation under Nevada Cannabis Compliance Regulations ("NCCR") 4.040(1)(a)(3),
19 which carries a civil penalty of not more than \$25,000 and a suspension for not more than
20 twenty (20) days and/or one (1) Category III violation under NCCR 4.050(1)(a)(7).

21 4. On February 28, 2022, the CCB served the Complaint through USPS registered
22 mail to the mailing address COSBY provided to the CCB on her application for an Agent
23 Card. COSBY had not provided any other mailing address to the CCB at that juncture.

24 5. On or about April 5, 2022, the USPS returned the Complaint mailed to the address
25 above to the CCB, noting it as "unclaimed unable to forward."

26 6. On April 6, 2022, Counsel for the CCB sent a seven (7) day notice of intent to take
27 default to a Gmail e-mail address COSBY provided to the CCB. This correspondence
28 notified COSBY of the CCB's seven (7) day notice of intent to take default on COSBY in

1 Case No. 2022-058, requested she send a response on or before Wednesday, April 13, 2022,
2 by 5:00 PM Pacific Time, and attached a courtesy copy of the Complaint.

3 7. On April 21, 2022, the CCB sent to COSBY's mailing address and Gmail e-mail
4 address noted above a "Notice of and Request for Default for Respondent's Failure to
5 Answer or Request a Hearing on the Complaint for Disciplinary Action in Cannabis
6 Compliance Board vs. Faith Cosby (Case No. 2022-58)" to be presented at the CCB's May
7 24, 2022, Board Meeting.

8 8. On or about May 12, 2022, the CCB at 'CCBmeetings@ccb.nv.gov' received an e-
9 mail from a Yahoo e-mail address from COSBY, which stated that she had just now received
10 the hearing notice for May 24th, but that she would be out of the country and cannot join.
11 She provided an updated mailing address in Arizona and a phone number where she could
12 be reached.

13 9. Starting on May 17, 2022, Counsel for the CCB e-mailed COSBY at the Yahoo e-
14 mail address to inquire about her intent to file an Answer and Request for Hearing or
15 otherwise proceed. Counsel for the CCB followed up twice on June 9th and June 21st.
16 Counsel for the CCB did not receive any direct responses to these e-mails.

17 10. On May 24, 2022, given COSBY's representations in her May 12th e-mail, the CCB
18 sent another Notice, setting the default hearing for the June Board Meeting, to the new
19 mailing address and Yahoo e-mail address. No records indicate the CCB received any direct
20 response from COSBY from that Notice.

21 11. On June 23, 2022, Counsel for the CCB conducted a courtesy phone call to the
22 phone number COSBY provided to the CCB to determine if she had received the e-mails
23 sent and, as a preliminary matter, whether COSBY retained or intended to retain counsel
24 for the matter. COSBY indicated during the phone call that her e-mail account was hacked
25 and provided alternate e-mail addresses of family members and acquaintances where she
26 could be reached. COSBY then communicated that she had not retained counsel and did
27 not intend to at that time due to monetary constraints. COSBY further communicated that
28 she no longer lived in Nevada and did not, at that time, intend to move back to Nevada or

1 continue working in the cannabis industry. Regarding the allegations in the underlying
2 Complaint, COSBY did not deny that she allowed an underaged person into the cannabis
3 establishment but claimed that she was in training at the time, was “overwhelmed” by the
4 number of customers, and that she attempted to alert her co-workers as soon as she
5 discovered her error. Counsel for the CCB asked COSBY how she intended to proceed with
6 the disciplinary matter. COSBY explained that she did not have any money and would not
7 be able to pay a civil penalty, but also had no intention of returning to Nevada or working
8 in the Nevada cannabis industry. COSBY offered to give back (i.e., surrender) her Agent
9 Card to the CCB to resolve the case.

10 12. After obtaining approval to accept COSBY’s offer to surrender her Agent Card for
11 nine (9) years and eleven (11) months with no imposition of civil penalty given her
12 represented economic hardship and representation that she had no intention at the time of
13 returning to work in the cannabis industry in Nevada, the Parties entered into a proposed
14 Stipulation and Order of Settlement of Disciplinary Action (“proposed Settlement
15 Agreement” or “prior Settlement Agreement”).

16 13. The Parties also stipulated to stay the disciplinary action, which was submitted to
17 the Chair, who signed it on Monday, June 27, 2022.

18 14. At no time before the July 26, 2022, Board Meeting did COSBY express concern
19 with, request to withdraw, or re-consider the proposed Settlement Agreement to the Deputy
20 Attorneys General. COSBY was not represented.

21 15. Counsel for the CCB requested a waiver of COSBY’s appearance at the July 26,
22 2022, Board Meeting due to her represented economic hardship and presented the proposed
23 Settlement Agreement to the Board. As memorialized in the meeting’s transcript and video,
24 Counsel for the CCB noted that COSBY presented mitigating factors and had offered to
25 surrender her Agent Card given she stated that she no longer resided in Nevada and
26 communicated that she had no intention of returning to work in the cannabis industry in
27 Nevada. COSBY, however, recanted her representations from June 23, 2022. After
28 COSBY’s testimony, the CCB’s Chair requested further investigation into the alleged

1 violation in the Complaint.

2 16. On August 26, 2022, the above-referenced stay automatically lifted based on the
3 expiration of the sixty (60) day period.

4 17. After further investigating the alleged violation in the Complaint, the CCB placed
5 the proposed Settlement Agreement on the agenda for the September 27, 2022, Board
6 Meeting for further consideration by the Board. The CCB sent notice of this to COSBY on
7 August 26, 2022.

8 18. Maggie McLetchie of MCLETCHIE LAW informed Counsel for the CCB of her
9 retention by COSBY on or about August 29, 2022.

10 19. The Parties, through counsel, stipulated to remove the prior Settlement
11 Agreement from the September Board Meeting, with the deadline for COSBY to file her
12 Answer and Request for Hearing on September 28, 2022, which the Chair signed on
13 September 19, 2022.

14 20. On September 28, 2022, COSBY, through counsel, filed her Answer, generally
15 denying the allegations in the Complaint, and requested a hearing. The CCB assigned a
16 Hearing Officer on September 29, 2022.

17 21. On October 6, 2022, due to ongoing settlement negotiations, the Parties agreed to
18 a 60-day stay of the Administrative Action, to expire on December 5, 2022, which the
19 Hearing Officer approved.

20 22. On November 8, 2022, the parties agreed to extend this stay to December 19, 2022
21 due to ongoing settlement discussions and scheduling issues, which the Hearing Officer
22 approved.

23 23. The Parties, through respective counsel, have engaged in good faith negotiations
24 to reach an agreement that is mutually acceptable to COSBY, CCB staff, and counsel for
25 the CCB to resolve this matter, with the understanding that this Stipulation and Order
26 must be approved by a majority vote of the members of the CCB.

1 **ACKNOWLEDGEMENTS AND APPLICABLE LAW**

2 This Stipulation and Order is made and based upon the following acknowledgments
3 by the Parties:

4 24. COSBY has entered into this Stipulation and Order on her own behalf and with
5 full authority to resolve the claims against COSBY and is aware of her rights to contest the
6 violations pending against COSBY. These rights include representation by an attorney at
7 COSBY's own expense, the right to a hearing on any violations or allegations formally filed,
8 the right to confront and cross-examine witnesses called to testify against COSBY, the right
9 to present evidence on her own behalf, the right to testify on her own behalf, the right to
10 obtain any other type of formal judicial review of this matter, and any other rights which
11 may be accorded to COSBY under provisions of Title 56 of NRS (NRS Chapters 678A
12 through 678D), the NCCR, and any other provisions of Nevada law. COSBY waives all
13 these rights by entering into this Stipulation and Order.

14 25. Should this Stipulation and Order be rejected by the CCB or not timely performed
15 by COSBY, the Parties agree that presentation to and consideration by the CCB of such
16 proposed stipulation or other documents or matters pertaining to the consideration of this
17 Stipulation and Order shall not unfairly or illegally prejudice the CCB or any of its
18 members from further participation, consideration, adjudication, or resolution of these
19 proceedings and that no CCB member shall be disqualified or challenged for bias.

20 26. COSBY acknowledges that this Stipulation and Order shall only become effective
21 after the CCB has approved it.

22 27. COSBY enters this Stipulation and Order after being fully advised of COSBY's
23 rights and as to the consequences of this Stipulation and Order. This Stipulation and Order
24 embodies the entire agreement reached between the CCB and COSBY. It may not be
25 altered, amended, or modified without the express written consent of the Parties. All
26 alterations, amendments, and/or modifications to this Stipulation and Order must be in
27 writing.

28 28. In an effort to avoid the cost and uncertainty of a disciplinary hearing, COSBY has

1 agreed to settle this matter. For the sole purpose of settling this matter, COSBY
2 acknowledges that the facts contained in the Paragraphs in the above "PERTINENT
3 FACTS" portion of this Stipulation and Order are true and correct. Without waiving any
4 constitutional rights against self-incrimination, COSBY further acknowledges that specific
5 facts contained in the Complaint in Case No. 2022-058 could be found to constitute
6 violations of Title 56 of NRS (NRS Chapters 678A through 678D) and the NCCR, with
7 penalties up to and including a civil penalty of \$25,000 and revocation of COSBY's Agent
8 Card if this matter went to an administrative hearing.

9 29. In settling this matter, the Executive Director for CCB and counsel for the CCB
10 have considered the factors set forth in NCCR 4.030(2), including, as applicable: the gravity
11 of the violations; the economic benefit or savings, if any, resulting from the violations; the
12 history of compliance with the NCCR and Title 56 of NRS by COSBY; actions taken to
13 remedy and/or correct the violations; and the effect of the penalty on the ability of COSBY
14 to continue in business. As previously noted in Paragraphs 11-12, financial hardship was
15 taken into account in not requesting the imposition of any civil penalty against COSBY.
16 The Executive Director for CCB and counsel for CCB, in both this and the prior Settlement
17 Agreement, considered the impact of the civil penalties on COSBY, given her professed
18 economic hardship and the fact that she is not currently working. The prior Settlement
19 Agreement contemplated revocation of COSBY's Agent Card for nine (9) years and eleven
20 (11) months , given her representations that she no longer resided in Nevada and had no
21 intention of returning to work in the cannabis industry. However, given what occurred at
22 the July Board meeting and COSBY's retention of counsel to mitigate any apparent
23 misunderstanding of COSBY's professed intentions, Counsel for the CCB and COSBY'S
24 counsel negotiated the terms in this Stipulation and Order, which involve COSBY taking
25 an age verification course and her review of the applicable statutes and regulations, should
26 COSBY decide to return to Nevada and work in Nevada's cannabis industry.

27 30. For the sole purpose of resolving the Administrative Action, COSBY admits
28 explicitly to unintentionally allowing an activity that violates the laws of this State under

1 NCCR 4.050(1)(a)(7), a Category III violation with respect to the Complaint in CCB Case
2 No. 2022-058 and further agrees to the following:

3 a. COSBY's current Agent Card, 2000011029, expires on December 26, 2022.
4 COSBY may not apply for a new Agent card for one (1) year starting from
5 the date the Board approves this Stipulation and Order.

6 b. If COSBY applies for a new Agent Card, as part of her corrective action
7 and before applying for a new Agent Card, COSBY shall complete an online
8 course or training on Age-Verification, for example, the We Card Employee
9 Training Course. COSBY's successful completion of such course will be
10 confirmed by a separate Declaration, attached as **Exhibit 1**, executed by
11 COSBY that she will submit to the CCB before and if she applies for a new
12 Agent Card.

13 c. Further, if COSBY applies for a new Agent Card, as part of her corrective
14 action and before applying for a new Agent Card, COSBY shall review Title
15 56 of the NRS and the NCCR and any amendments thereto with an
16 opportunity to consult with counsel of her own choosing regarding the
17 same if she does not understand any of the statutes and/or regulations she
18 reviewed. COSBY's completion of such will be confirmed by the same
19 Declaration, attached as **Exhibit 1**, executed by COSBY that she will
20 submit to the CCB before and if she applies for a new Agent Card.

21 As to the remaining allegations in the Complaint, COSBY neither admits nor denies those
22 allegations, and no further discipline shall be imposed for those remaining violations.

23 31. COSBY agrees and understands that her failure to abide by any of the settlement
24 terms in Paragraph 30 above will result in her defaulting on this Stipulation and Order,
25 with all allegations in the CCB Complaint in Case No. 2022-058 being deemed admitted.
26 In the case of a default, COSBY shall pay all penalties and receive all discipline set forth
27 under the "RELIEF REQUESTED" section of the Complaint. Such penalties include
28 revocation of COSBY's Agent Card (effective on the date of the order of default) and civil

1 penalties of \$25,000. The CCB will enter an order of default to this effect after default, and
2 all amounts due under this Paragraph shall be immediately due and payable to CCB. In
3 the event of default, as described in this Paragraph, and in addition to all penalties due, to
4 reinstate COSBY's revoked cannabis establishment agent registration card, COSBY must
5 request reinstatement from the CCB under NCCR 4.100 after a nine (9) year and eleven
6 (11) month period, to commence running on the date the CCB enters the default.

7 32. If the CCB approves this Stipulation and Order, it shall be discipline by the Board
8 against COSBY.

9 33. Both Parties acknowledge that the CCB has jurisdiction to consider and order this
10 discipline because COSBY holds and/or held a privileged cannabis establishment agent
11 registration card (i.e., Agent Card) regulated by the CCB as of July 1, 2020. COSBY
12 expressly, knowingly, and intentionally waives the twenty-one (21) day and/or five (5) day
13 notice requirements contained in the Nevada Open Meeting Law and acknowledges that
14 this Stipulation and Order may be presented to the CCB for its consideration and potential
15 ratification at the CCB's next scheduled Board meeting.

16 STIPULATED ADJUDICATION

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

20 34. One (1) Year Bar to Application for a New Agent Card. As outlined in Paragraph
21 30 above, COSBY's current Agent Card expires on December 26, 2022. COSBY may not
22 apply for a new Agent Card for one (1) year starting from the date the Board approves this
23 Stipulation and Order, at which point she may apply for a new Agent Card pursuant to the
24 terms in Paragraph 30. In exchange for COSBY's agreements herein, the CCB shall not
25 seek any further discipline against COSBY for the violations alleged in the Complaint in
26 Case No. 2022-058.

27 35. Contingency if Approval Denied. If the CCB denies approval of this Stipulation
28 and Order, COSBY and counsel for the CCB agree to resume settlement negotiations in

1 good faith and attempt to reach an agreement to amend this Stipulation and Order and
2 resubmit an amended Stipulation and Order to the CCB to review for approval at its next
3 regularly scheduled meeting. If the Parties cannot reach such an agreement, the Parties
4 agree to proceed with the Administrative Action, which shall include a disciplinary hearing
5 before the CCB or its assigned hearing officer. Should the Administrative Action proceed
6 for the reasons outlined in this Paragraph, the CCB preserves all its claims and arguments
7 in the Administrative Action as outlined in its Complaint, and COSBY preserves all
8 defenses and arguments asserted in COSBY's Answer and revokes all admissions
9 contained herein. An unapproved Stipulation and Order shall not be admissible as evidence
10 or referenced in argument at any disciplinary hearing in CCB Case No. 2022-058 or any
11 other matter involving the CCB.

12 36. Contingency if Approval Conditioned. If the CCB approves this Stipulation and
13 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 COSBY does not agree to the specific conditions
16 imposed by the CCB, the Parties will undertake additional negotiations and attempt to
17 reach an agreement to amend this Stipulation and Order and resubmit an amended
18 Stipulation and Order to the CCB to review for approval at its next regularly scheduled
19 meeting. If the Parties cannot reach such an agreement, the Parties agree to proceed with
20 the Administrative Action, which shall include a disciplinary hearing before the CCB or its
21 assigned hearing officer. Should the Administrative Action proceed for the reasons outlined
22 in this Paragraph, the CCB preserves all its claims and arguments in the Administrative
23 Action as outlined in its Complaint, and COSBY preserves all defenses and arguments
24 asserted in COSBY's Answer. An unapproved Stipulation and Order shall not be admissible
25 as evidence or referenced in argument at any disciplinary hearing in CCB Case No. 2022-
26 058 or any other matter involving the CCB.

27 37. Closure of Disciplinary Action. Once COSBY fully performs this Stipulation and
28 Order, the Administrative Action will be closed.

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

22 39. Release. In execution of this agreement, COSBY agrees that the State of Nevada,
23 the CCB, the Office of the Attorney General, and each of their members, staff, attorneys,
24 investigators, experts, hearing officers, consultants, and agents are immune from any
25 liability for any decision or action taken in good faith in response to information and data
26 acquired by the CCB. COSBY agrees to release the State of Nevada, the CCB, the Office of
27 the Attorney General, and each of their members, staff, attorneys, investigators, experts,
28 hearing officers, consultants, and agents from any and all manner of actions, causes of

1 action, suits, debts, judgments, executions, claims, and demands whatsoever, known or
2 unknown, in law or equity, that COSBY ever had, now has, may have or claim to have
3 against any and/or all of the persons, government agencies or entities named in this
4 Paragraph, arising out of, or because of, the CCB's investigation of the matters outlined in
5 its Complaint, the matters outlined in this Stipulation and Order, or the administration of
6 Case No. 2022-058.

7 40. No Precedence. The Parties agree that this Stipulation and Order shall not
8 constitute precedent for any other issues or proceedings before the CCB or District Court
9 other than those outlined in this Stipulation and Order. Furthermore, this Stipulation and
10 Order shall not be admissible in any other proceeding or action with respect to any other
11 matter and/or any other licensee and/or cannabis establishment registration agent, except
12 proceedings brought to enforce this Stipulation and Order under its terms and/or for the
13 CCB's consideration of future disciplinary action against COSBY. The CCB may consider
14 the discipline imposed herein in any future disciplinary action against COSBY, as required
15 under NCCR 4.030(2), along with the other factors outlined in NCCR 4.030(2), and possible
16 progressive discipline under NCCR 4.035 through 4.060. As every case concerns different
17 facts and details, this Stipulation and Order does not act as precedence, or persuasive
18 authority, to bind the CCB to impose any particular penalty, to charge or allege any
19 particular violation, and/or to impose any particular disciplinary action in the future for
20 COSBY, or any other respondent, for violations of the same statutes and/or regulations
21 addressed in this Stipulation and Order. Likewise, the CCB is not bound by any previous
22 settlement agreements it has approved in entering into this Stipulation and Order.

23 41. Appearance at the Board Meeting. The Parties agree that COSBY may make her
24 required appearance at the Board Meeting, where the Board considers this Stipulation and
25 Order, through Zoom.

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

28 43. Further Assurances. The Parties shall cooperate in executing such additional

1 documents and performing such further acts as may be reasonably necessary to give effect
2 to the purposes and provisions of this Stipulation and Order.

3 44. Voluntary and Informed Agreement. COSBY represents that she has completely
4 read and fully understands the terms of this Stipulation and Order, that such terms are
5 fully understood and voluntarily accepted by COSBY in advance of and as memorialized by
6 the signing of this Stipulation and Order, and that COSBY's signature to this Stipulation
7 and Order indicates the same. COSBY further represents that she has voluntarily entered
8 into this Stipulation and Order to make a full, final, and complete compromise upon the
9 terms and conditions set forth herein. COSBY further represents that any releases,
10 waivers, discharges, covenants, and agreements provided for in this Stipulation and Order
11 have been knowingly and voluntarily granted and without any duress or undue influence
12 of any nature from any person or entity. The Parties, and each of them, hereby expressly
13 acknowledge that they are each represented by counsel of their own choice in this matter
14 or have had an opportunity to obtain representation by counsel of their choice and have
15 been advised by counsel or opted not to seek advice from counsel. COSBY acknowledges
16 the right and opportunity to have this Stipulation and Order reviewed by counsel of
17 COSBY's choice and to obtain advice from said counsel regarding this Stipulation and
18 Order.

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

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

27 47. Construction. The headings of all Sections and Paragraphs of this Stipulation and
28 Order are inserted solely for the convenience of reference and are not a part of the

1 Stipulation and Order, and are not intended to govern, limit, or aid in the construction or
2 interpretation of any term or provision of this Stipulation and Order. In the event of a
3 conflict between such caption and the Paragraph at the head of which it appears, the
4 Paragraph and not such caption shall govern in the construction of this Stipulation and
5 Order.

6 48. Governing Law. This Stipulation and Order shall be governed by and construed
7 in accordance with the laws of the State of Nevada without reference to conflict of law
8 principles.

9 49. Jurisdiction and Forum Selection. The Parties consent to the jurisdiction of the
10 Eighth Judicial District Court of the State of Nevada, in and for Clark County, to resolve
11 any disputes related to the terms or enforcement of this Stipulation and Order.

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

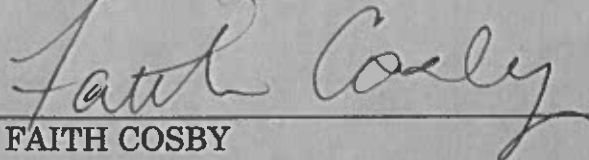
17 51. Time is of the Essence. Time is of the essence in the performance of all terms of
18 this Stipulation and Order.

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

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

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

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

8 
9 _____ Date: 2-21-23
10 FAITH COSBY
11 Respondent

12 _____ Date: _____
13 MAGGIE MCLECHIE
14 *Attorneys for Respondent*
15 FAITH COSBY

16 _____ Date: _____
17 EMILY N. BORDELOVE (Bar No. 13202)
18 Senior Deputy Attorney General
19 *Attorneys for the Cannabis Compliance Board*

20 **ORDER**

21 WHEREAS, on _____ day of _____, 20__, the Nevada Cannabis
22 Compliance Board approved and adopted all the terms and conditions set forth in the
23 Stipulation and Order for Settlement of Disciplinary Action with FAITH COSBY.

24 IT IS SO ORDERED.

25 SIGNED AND EFFECTIVE this ___ day of _____, 20__.

26 STATE OF NEVADA,
27 CANNABIS COMPLIANCE BOARD

28 By:

HON. MICHAEL L. DOUGLAS, CHAIR

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

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

8
9 _____ Date: _____
10 FAITH COSBY
11 Respondent

11
12 _____ Date: 2/21/23
13 MAGGIE MCLETCHIE
14 *Attorneys for Respondent*
15 FAITH COSBY

15
16 _____ Date: 2/21/23
17 EMILY N. BORDELOVE (Bar No. 13202)
18 Senior Deputy Attorney General
19 *Attorneys for the Cannabis Compliance Board*

18 **ORDER**

19 WHEREAS, on 28th day of February, 2023 the Nevada Cannabis
20 Compliance Board approved and adopted all the terms and conditions set forth in the
21 Stipulation and Order for Settlement of Disciplinary Action with FAITH COSBY.

22 IT IS SO ORDERED.

23 SIGNED AND EFFECTIVE this 28th day of February, 2023

24
25 STATE OF NEVADA,
26 CANNABIS COMPLIANCE BOARD

27 By: _____

28 HON. MICHAEL L. DOUGLAS, CHAIR

EXHIBIT “1”

EXHIBIT “1”

1 **DECLARATION OF FAITH COSBY**

2 STATE OF _____)
3 COUNTY OF _____)

4 I, Faith Cosby, declare as follows:

5 1. I am over the age of 18 and am otherwise fully competent to testify to the facts
6 contained in this Declaration. The statements contained in this Declaration, except as
7 otherwise indicated to be upon information and belief, are based on my personal knowledge.

8 2. I am executing this Declaration as agreed to in the Settlement Agreement for Case
9 No. 2022-058 and providing it to the Cannabis Compliance Board (“CCB”) only if and when
10 I decide to apply for a cannabis establishment agent registration card with the CCB.

11 3. Prior to making any application for a cannabis establishment agent registration
12 card, I successfully completed an online course or training on Age-Verification, for example,
13 the We Card Employee Training Course on ___/___/___.

14 4. I also reviewed Title 56 of the Nevada Revised Statutes (“NRS”),the Nevada
15 Cannabis Compliance Regulations (“NCCR”), and any amendments thereto and had an
16 opportunity to consult with counsel of my choosing to discuss any of the statutes or
17 regulations I did not originally understand through the course of my review.

18 5. I understand that if and when I decide to re-apply for a cannabis establishment agent
19 registration card, my adherence to Title 56 of the NRS and the NCCR or any amendments
20 thereto is solely my responsibility as a cannabis establishment agent.

21 I declare under penalty of perjury under the law of the State of Nevada that the
22 foregoing is true and correct.

23 Executed on: _____
24 Date FAITH COSBY

25 SUBSCRIBED and SWORN TO before
26 me this ___day of _____, 20__

27 _____
28 NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE