

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

3                   STATE OF NEVADA, CANNABIS  
4                   COMPLIANCE BOARD,

5                                   Petitioner,

Case No. 2024-010

6                   vs.

7                   Matrix NV LLC (C150, RC150, T049, P095,  
8                   RP095),

                                  Respondent.

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

10           1.       The Cannabis Compliance Board (the “CCB” or the “Board”), by and through  
11 its counsel, Aaron D. Ford, Attorney General for the State of Nevada, and Anthony T.  
12 Garasi, Esq., Senior Deputy Attorney General, hereby enters into this Stipulation and  
13 Order for Settlement of Disciplinary Action (“Stipulation and Order”) with Respondent  
14 Matrix NV LLC (hereinafter “Matrix” or “Respondent”), by and through its counsel of record,  
15 Rusty Graf, Esq., of Black & Wadhams. Pursuant to this Stipulation and Order, Matrix  
16 and the CCB (collectively, the “Parties”) hereby stipulate and agree that CCB Case No.  
17 2024-010 (the “Administrative Action”) shall be fully and finally settled and resolved upon  
18 the terms and conditions set out herein.

19                                   **PERTINENT FACTS**

20           2.       Respondent is a domestic limited liability company in the State of Nevada.  
21 The CCB’s point of contact for Matrix’s licenses is Chad Westom. Matrix holds cultivation, production,  
22 and distribution licenses.<sup>1</sup>

23           3.       On or about May 16, 2024, the CCB initiated this disciplinary action via the  
24 approval of a Complaint for Disciplinary Action (the “Complaint”) in an Open Meeting via  
25

26  
27 <sup>1</sup> At the time of the alleged violations, Matrix held five (5) such licenses: C150, RC150, P095, RP095, and  
28 T049. Pursuant to NRS 678B.215 enacted in SB277, 2023 Leg., 82nd Sess. (Nv. 2023), dual licenses (adult  
use plus medical) were converted into a single license. At the time of this settlement, Matrix’s five licenses  
have been condensed to three: C150, P095 and T049.

1 Board vote.

2 4. The Complaint alleges, *inter alia*, that, contrary to Nevada law, the Matrix  
3 medical and adult-use cannabis cultivation facility (C150 & RC150): (1) failed to maintain  
4 and reconcile daily disposal of cannabis with seed to sale inventory systems. Specifically,  
5 the Waste Log provided by Matrix on June 19, 2023, documented disposal entries when no  
6 corresponding disposal entries recorded in Metrc; (2) either (a) failed to acquire cannabis  
7 or cannabis products from another Nevada licensed cannabis establishment, or  
8 alternatively, (b) failed to keep required records specifically related to seed-to-sale tracking  
9 requirements; (3) failed to adhere to local licensing requirements when the facility was  
10 found to be operating without valid local jurisdiction business licenses; and (4) allowed one  
11 of Matrix's Owners to possess a Cultivation Agent Card which expired approximately four  
12 (4) months prior to the May 31, 2023 audit of the facility.

13 5. The Complaint alleges, *inter alia*, that, contrary to Nevada law, the Matrix  
14 medical and adult-use cannabis production facility (P095 & RP095): (1) failed to adhere to  
15 local licensing requirements when the facility was found to be operating without valid local  
16 jurisdiction business licenses; and (2) failed to provide notice to the Board before rendering  
17 unusable, and disposing of, cannabis or cannabis products. Specifically, the CCB instructed  
18 Matrix on September 30, 2020, to place package tag #1A4040300000291000014160 on hold  
19 due to its investigation of test results. Matrix subsequently advised the Board Agents the  
20 product was destroyed without CCB's approval.

21 6. The Complaint alleges, *inter alia*, that, contrary to Nevada law, the Matrix  
22 cannabis distribution facility (T049): (1) failed to adhere to local licensing requirements  
23 when the facility was found to be operating without valid local jurisdiction business  
24 licenses; and (2) allowed five of Matrix's Owners to possess Distributor Agent Cards which  
25 expired prior to the May 31, 2023 audit of the facility.

26 7. Matrix has not filed an Answer and/or a Request for a Hearing as of the date  
27 of this Stipulation and Order. Rather, Matrix engaged with CCB counsel in negotiations to  
28 attempt to resolve the Administrative Action prior to service of the Complaint. The Parties

1 entered into good faith negotiations to resolve the Administrative Action and reached an  
2 agreement in principle for resolving this case.

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

8 **ACKNOWLEDGEMENTS AND APPLICABLE LAW**

9 This Stipulation and Order is made and based upon the following acknowledgements  
10 by the Parties:

11 9. Matrix enters into this Stipulation and Order on its own behalf and with full  
12 authority to resolve the claims against it, and is aware of Matrix's rights to contest the  
13 violations pending against it. These rights include representation by an attorney at  
14 Matrix's own expense, the right to file an Answer to the Complaint, the right to a hearing  
15 on any violations or allegations formally filed, the right to confront and cross-examine  
16 witnesses called to testify against Matrix, the right to present evidence on Matrix's own  
17 behalf, the right to have witnesses testify on Matrix's behalf, the right to obtain any other  
18 type of formal judicial review of this matter, and any other rights which may be accorded  
19 to Matrix pursuant to provisions of NRS Chapters 678A through 678D, NRS Chapter 233B,  
20 the Nevada Cannabis Compliance Regulations (NCCR), and any other provisions of Nevada  
21 law. Matrix is waiving all these rights by entering into this Stipulation and Order. If the  
22 CCB rejects this Stipulation and Order, or any portion thereof, all such waivers shall be  
23 deemed withdrawn by Matrix.

24 10. Should this Stipulation and Order be rejected by the CCB or not timely  
25 performed by Matrix, it is agreed that presentation to and consideration by the CCB of such  
26 proposed stipulation or other documents or matters pertaining to the consideration of this  
27 Stipulation and Order shall not unfairly or illegally prejudice the CCB or any of its  
28 members from further participation, consideration, adjudication, and/or resolution of these

1 proceedings and that no CCB member shall be disqualified or challenged for bias.

2 11. Matrix acknowledges that this Stipulation and Order shall only become  
3 effective after the CCB has approved it.

4 12. Matrix enters this Stipulation and Order after being fully advised of Matrix's  
5 rights and as to the consequences of this Stipulation and Order. This Stipulation and Order  
6 embodies the entire agreement reached between the CCB and Matrix. It may not be altered,  
7 amended, or modified without the express written consent of the Parties, and all  
8 alterations, amendments and/or modifications must be in writing. The Parties stipulate  
9 and agree that this Stipulation and Order, if approved by the Board, resolves only the  
10 allegations set forth in the Administrative Action via the Complaint in Case No. 2024-010.

11 13. To avoid the cost and uncertainty of a disciplinary hearing, Matrix has agreed  
12 to settle these matters. For purposes of settling these matters, Matrix acknowledges that  
13 the facts contained in the paragraphs in the above "Pertinent Facts" section of this  
14 Stipulation and Order are true and correct. Without waiving any constitutional rights  
15 against self-incrimination, Matrix further acknowledges that certain facts contained in the  
16 CCB Complaint in Case No. 2024-010 could be found to constitute violations of Title 56 of  
17 NRS (NRS Chapters 678A through 678D), and the NCCR, with civil penalties of up to  
18 \$65,000.00 for license C150, up to \$25,000.00 for license T049, and up to \$40,000.00 for  
19 license P095 if these matters proceeded to an administrative hearing.

20 14. In settling this matter, the Executive Director for CCB and counsel for CCB  
21 have considered the factors set forth in NCCR 4.030(2), including: the gravity of the  
22 violations; the economic benefit or savings, if any, resulting from the violations; the size of  
23 the business of the violator; the history of compliance with the NCCR and Title 56 of NRS  
24 by the violator; actions taken to remedy and/or correct the violations; and the effect of the  
25 penalty on the ability of the violator to continue in business. The Executive Director for  
26 CCB and counsel for CCB have also considered the appropriate mitigating factors in  
27 reaching the proposed settlement of this Administrative Action. The mitigating factors in  
28 Case No. 2024-010 include: (1) the fact that Respondent cooperated with the CCB's staff in

1 formulating and instituting a plan of correction (as set forth below) to prevent regulatory  
2 violations from occurring in the future; (2) the speed and efficiency at which the plan of  
3 correction was implemented, and (3) Respondent also cooperated with the CCB's counsel  
4 in resolving this matter shortly after the Complaint was authorized. The CCB staff and  
5 counsel appropriately weighted each of the mitigating factors and the Parties stipulate and  
6 agree to the weight given to each factor. The three factors were weighed equally in further  
7 reducing the number of violations admitted to and reducing the total civil penalties. The  
8 Executive Director for CCB and counsel for CCB also considered the size of the  
9 Respondent's business and the impact of the civil penalties on its ability to continue with  
10 its business. A reasonable civil penalty has been proposed in this Stipulation and Order,  
11 and Respondent has been provided with a payment plan, at its request, that will allow full  
12 payment over ten (10) months after the CCB approval of this Stipulation and Order to  
13 mitigate the financial impact on Respondent.

14 15. To resolve the Administrative Action, and only for those purposes and no  
15 other, Matrix specifically admits to the following single violation with respect to the  
16 Complaint in CCB Case No. 2024-100 as to its cultivation license (C150):

- 17 a. One violation of NCCR 4.50(1)(a)(3) for failing to keep any required  
18 records, including seed-to-sale tracking requirements, which  
19 constitutes a Category III violation.

20 16. To resolve the Administrative Action, and only for those purposes and no  
21 other, Matrix specifically admits to the following single violation with respect to the  
22 Complaint in CCB Case No. 2024-100 as to its production license (P095):

- 23 b. One violation of NCCR 4.050(1)(a)(14) for failing to meet requirements  
24 for the disposal of cannabis waste, which constitutes a Category III  
25 violation.

26 17. As to the remaining allegations in the Complaint, Matrix neither admits nor  
27 denies those allegations and no civil penalties shall be assessed as to those remaining  
28 alleged violations.

1 18. With respect to license C150, Matrix further agrees to pay a civil penalty in  
2 the amount of \$5,000.00 in consideration for its admitted violation in Paragraphs 15, above,  
3 and in consideration for the CCB's agreement to resolve the Administrative Action on the  
4 terms set forth herein.

5 19. With respect to license P095, Matrix further agrees to pay a civil penalty in  
6 the amount of \$5,000.00 in consideration for its admitted violation in Paragraphs 16, above,  
7 and in consideration for the CCB's agreement to resolve the Administrative Action on the  
8 terms set forth herein

9 20. If the CCB approves this Stipulation and Order, it shall be deemed and  
10 considered disciplinary action by the CCB against Matrix.

11 21. Both parties acknowledge that the CCB has jurisdiction to consider and order  
12 this Stipulation and Order because Matrix holds privileged licenses regulated by the CCB.  
13 Matrix expressly, knowingly, and intentionally waives the 21-day and/or 5-day notice  
14 requirements contained in the Nevada Open Meeting Law<sup>2</sup> and acknowledges that this  
15 Stipulation and Order may be presented to the CCB for its consideration and potential  
16 ratification at the CCB's meeting on October 17, 2024.

#### 17 STIPULATED ADJUDICATION

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

21 22. Violations:

22 a. As to license C150, Matrix is found to have committed one Category III  
23 violation, as set forth in Paragraphs 15, above.

24 b. As to license P095, Matrix is found to have committed one Category III  
25 violation, as set forth in Paragraphs 16, above

26 23. Imposition of Civil Penalties. Matrix shall pay a total civil penalty in the  
27

28 <sup>2</sup> And/or the 7 and 14-calendar day requirements in NRS 241.033.

1 amount of Ten Thousand Dollars (\$10,000.00) within the time set forth in Paragraph 24  
2 below, to be apportioned as set forth in Paragraphs 18 and 19 above.

3       24. Payment of Civil Penalties. Matrix must pay the total civil penalty set forth  
4 in this agreement within the time frames set forth in this Paragraph and Paragraph 25.  
5 Matrix may pay the lump sum of \$10,000 in civil penalties within 30 days of the date the  
6 CCB approves this Stipulation and Order (the "Lump Sum Payment Option").<sup>3</sup> In the  
7 alternative, Matrix may elect to pay the civil penalties via a payment plan as set forth in  
8 this Paragraph (the "Payment Plan Option"), in which payment is to be made in  
9 installments over ten (10) months, on the fifteenth day of the month (or first business day  
10 thereafter), commencing the month after the CCB approves this Stipulation and Order. If  
11 this Stipulation and Order is approved at the October 17, 2024, CCB meeting, the Payment  
12 Plan Option payments shall be made on the following schedule and in the indicated  
13 amounts:

Installment	Payment Deadline	Amount of Payment <sup>4</sup>
First Installment	Friday, November 15, 2024	\$1,000.00
Second Installment	Monday, December 16, 2024	\$1,000.00
Third Installment	Wednesday, January 15, 2025	\$1,000.00
Fourth Installment	Monday, February 17, 2025	\$1,000.00
Fifth Installment	Monday, March 17, 2025	\$1,000.00
Sixth Installment	Tuesday, April 15, 2025	\$1,000.00
Seventh Installment	Thursday, May 15, 2025	\$1,000.00
Eighth Installment	Monday, June 16, 2025	\$1,000.00
Nineth Installment	Tuesday, July 15, 2025	\$1,000.00
Tenth Installment	Friday, August 15, 2025	\$1,000.00

23 Matrix may pay any installment prior to its due date without pre-payment penalty. If  
24 Matrix makes the first payment of \$1,000.00 on or before November 15, 2024, it shall be

26 <sup>3</sup> Which would be Monday, November 18, 2024, if the CCB approves this Stipulation and Order at its October  
27 17, 2024, meeting.

28 <sup>4</sup> Each payment of \$1,000.00 shall be apportioned \$500 to C150 and \$500 to P095; however, Respondent may  
pay each installment with a single payment of \$1,000.00

1 deemed to have elected the Payment Plan Option. If this Stipulation and Order is approved  
2 at a CCB meeting later than October 17, 2024, the Parties shall meet and confer and  
3 develop a new payment plan schedule which shall be submitted to the CCB's Chair for  
4 approval, and the provisions of Paragraph 25 shall apply to that new payment schedule.

5 25. Penalties for Failure to Comply with Payment Deadlines. Matrix  
6 acknowledges that it is critical to comply with the strict requirements of the deadline for  
7 payment set forth in this agreement. Matrix agrees that, should it fail to timely make a  
8 payment by the deadline set forth in Paragraph 24 above, the following penalties and  
9 procedures will be in effect:

- 10 a. CCB will allow a five-business day grace period for late payment<sup>5</sup>.
- 11 b. If payment is not physically received by CCB at its Carson City or Las  
12 Vegas office by 5:00 p.m., Pacific Time, on the last day of the grace  
13 period, Matrix shall be deemed to be in breach of this Stipulation and  
14 Order, deemed to be in default, and deemed to have admitted all  
15 allegations in the CCB Complaint in Case No. 2024-010, and shall pay  
16 all penalties and receive all discipline set forth under the "Relief  
17 Requested" section of the Complaint, inclusive of the civil penalty of  
18 \$37,500.00 as to license C150, \$25,000.00 as to license T049, and  
19 \$15,000.00 as to license P095, and shall have its licenses C150, P095,  
20 and T049 immediately suspended, with such suspension remaining in  
21 place until all amounts due under this Stipulation and Order are paid  
22 in full and within 90 days of the order of default. The CCB will enter  
23 an order of default to this effect after default and all amounts due under  
24 this subsection shall be immediately due and payable to CCB. If all

25  
26 \_\_\_\_\_  
27 <sup>5</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 business days grace period  
will be granted for payment.



1 amounts due under this section are not paid within 90 days after the  
2 date of the order of default, licenses C150, PO095, and T049 shall be  
3 deemed voluntarily surrendered. Matrix agrees it cannot and will not  
4 file any petition for judicial review and/or any action in any forum for  
5 relief from this order of default and/or this Stipulation and Order, and  
6 that the CCB may file any judicial action necessary to recover the  
7 amounts owed under this subsection, along with its attorneys' fees and  
8 costs for recovery of amounts owed.

9 c. Matrix may petition the CCB for an extension of 30 days to pay the  
10 amount set forth in Paragraph 24. However, for the CCB to consider  
11 any such petition, the CCB must receive said petition no later than five  
12 (5) business days prior to the payment deadline (which does not include  
13 any grace period). The CCB is not required to grant such a petition. In  
14 such a petition, Matrix must demonstrate to the satisfaction of the CCB  
15 there are extraordinary and unusual circumstances necessitating the  
16 extension requested and specify which installment deadline or  
17 deadlines it is seeking an extension. The CCB may delegate the decision  
18 as to whether to grant such a petition to the CCB Chair.

19 d. If an extension is granted under Paragraph 25(c), there shall be no  
20 grace period on the new payment date or dates. If Matrix does not pay  
21 by the new payment date or dates, the provisions and penalties of  
22 Paragraph 25(b) apply.

23 26. Plan of Correction. Respondent represents and warrants that it has submitted  
24 and put in place a plan of correction, which CCB staff has approved, that will remedy and  
25 prevent the recurrence of the violations set forth in this Stipulation and Order. In  
26 summary, the plan of correction regarding the Administrative Action includes the  
27 following: (1) Matrix updated its Standard Operating Procedures ("SOPs") to comply with  
28

1 the NCCRs; (2) Matrix immediately advised its owners of the responsibility for up-to-date  
2 agent cards and diligently worked to obtain same for each such owner; (3) Matrix  
3 immediately renewed all expired local business licenses and posted same; (4) Matrix has  
4 generated new SOPs related to marketing packages its employees receive which specify  
5 that all packages received outside of Metrc will be inspected and any outside product would  
6 be immediately destroyed as well as acknowledged the importance of tagging its own  
7 product used to test such marketing materials; and (5) the employee who destroyed the  
8 quarantined material no longer works at Matrix and Matrix generated new SOPs clarifying  
9 how such items are to be handled going forward. Respondent further represents and  
10 warrants that it is now, as of the date it has executed this Stipulation and Order, operating  
11 in full compliance with NRS Title 56 and NCCR.

12       27. Contingency if Approval Denied. If approval of this Stipulation and Order is  
13 denied by the CCB, Matrix and counsel for the CCB agree to resume settlement  
14 negotiations in good faith and attempt to reach an agreement to amend this Stipulation  
15 and Order and resubmit an amended Stipulation and Order to the CCB to review for  
16 approval at a subsequent regularly scheduled CCB meeting. If such an agreement cannot  
17 be reached, the Parties agree to proceed with the Administrative Action, with Matrix to  
18 timely file its Answer and Request for Hearing upon service of the Complaint, and the  
19 matter to proceed to a disciplinary hearing before the CCB's assigned hearing officer in the  
20 ordinary course. Should the Administrative Action proceed for the reasons set forth in this  
21 Paragraph, CCB preserves all its claims and arguments in the Administrative Action as  
22 set forth in its Complaint and Matrix preserves all its defenses and arguments it may set  
23 forth in its Answer, and withdraws all waivers set forth herein. An unapproved Stipulation  
24 and Order shall not be admissible as evidence or referenced in argument at any disciplinary  
25 hearing in CCB Case No. 2024-010 or any other matter involving the CCB.

26       28. Contingency if Approval Conditioned. If the CCB approves this Stipulation  
27 and Order, but said approval is contingent on certain conditions, the Parties will undertake  
28 further good faith negotiations to include said conditions in an amended stipulation and

1 order for execution by the CCB Chair. If Matrix does not agree to the certain conditions  
2 imposed by the CCB, the Parties will undertake additional negotiations and attempt to  
3 reach an agreement to amend this Stipulation and Order and resubmit an amended  
4 stipulation and order to the CCB to review for approval at a subsequent regularly scheduled  
5 meeting. If such an agreement cannot be reached, the Parties agree to proceed with the  
6 Administrative Action, with Matrix to timely file its Answer and Request for Hearing after  
7 service of the Complaint, and the matter to proceed to a disciplinary hearing before the  
8 CCB's assigned hearing officer in the ordinary course. Should the Administrative Action  
9 proceed for the reasons set forth in this Paragraph, CCB preserves all its claims and  
10 arguments in the Administrative Action as set forth in its Complaint and Matrix preserves  
11 all its defenses and arguments it may set forth in its Answer, and withdraws all waivers  
12 set forth herein. An unapproved Stipulation and Order shall not be admissible as evidence  
13 or referenced in argument at any disciplinary hearing in CCB Case No. 2024-010 or any  
14 other matter involving the CCB.

15       29. Closure of Disciplinary Action. Once this Stipulation and Order is fully  
16 performed by Matrix, the Administrative Action will be closed.

17       30. Communications with CCB Members. Matrix understands that this  
18 Stipulation and Order will be presented to the CCB in open session at a duly noticed and  
19 scheduled CCB meeting. Matrix understands that the CCB has the right to decide in its  
20 own discretion whether to approve this Stipulation and Order. The CCB's counsel, which  
21 is the Nevada Attorney General and its staff attorneys, will recommend approval of this  
22 Stipulation and Order. In the course of seeking CCB acceptance of this Stipulation and  
23 Order, counsel for CCB may communicate directly with individual CCB members. Matrix  
24 acknowledges that such communications may be made or conducted *ex parte*, without notice  
25 or opportunity for Matrix to be heard on its part until the public CCB meeting where this  
26 Stipulation and Order is discussed, and that such contacts and communications may  
27 include, but may not be limited to, matters concerning this Stipulation and Order, the  
28 Administrative Action, and any and all information of every nature whatsoever related to

1 these matters. Matrix agrees that it has no objections to such *ex parte* communications. The  
2 CCB agrees that Matrix and/or its counsel may appear at the CCB meeting where this  
3 Stipulation and Order is discussed and, if requested, respond to any questions that may be  
4 addressed to Matrix and/or the Nevada Attorney General's staff attorneys. Matrix agrees  
5 that, should the CCB decline to approve this Stipulation and Order, Matrix will not contest  
6 or otherwise object to any CCB member, and/or CCB appointed hearing officer, hearing and  
7 adjudicating the Administrative Action based on the aforementioned *ex parte*  
8 communications with anyone from the Nevada Attorney General's Office.

9       31. Release. Respondent agrees that the State of Nevada, the CCB, the Office of  
10 the Attorney General, and each of their members, staff, attorneys, investigators, experts,  
11 hearing officers, consultants and agents are immune from any liability for any decision or  
12 action taken in good faith in response to information and data acquired by the CCB.  
13 Respondent agrees to release the State of Nevada, the CCB, the Office of the Attorney  
14 General, and each of their members, staff, attorneys, investigators, experts, hearing  
15 officers, consultants and agents from any and all manner of actions, causes of action, suits,  
16 debts, judgments, executions, claims and demands whatsoever, known or unknown, in law  
17 or equity, that Respondent ever had, now has, may have or claim to have against any and/or  
18 all of the persons, government agencies or entities named in this Paragraph, arising out of,  
19 or by reason of, CCB's investigation of the matters set forth in the Complaint, the matters  
20 set forth in this Stipulation and Order, and/or the administration of CCB Case No. 2024-  
21 010.

22       32. No Precedent. The Parties agree: (1) That this Stipulation and Order shall  
23 not constitute a precedent for any other issues or proceedings before the CCB and/or in any  
24 other forum, other than those set forth in this Stipulation and Order; (2) That this  
25 Stipulation and Order shall not be admissible in any other proceeding or action with respect  
26 to proof of fact or any other matter and/or any other licensee and/or cannabis establishment,  
27 except proceedings brought to enforce this Stipulation and Order under its terms and/or for  
28 the CCB's consideration of future disciplinary action against this Respondent.

1           Furthermore, the CCB may consider the discipline imposed herein in any future  
2 disciplinary action against Respondent, as required under NCCR 4.030(2), along with the  
3 other factors set forth in NCCR 4.030(2), and possible progressive discipline pursuant to  
4 NCCR 4.055(2). As every case concerns different facts and details, this Stipulation does  
5 not act as precedent, or persuasive authority, to bind CCB to impose any particular penalty,  
6 to charge or allege any particular violation, and/or to impose any particular disciplinary  
7 action in the future for this Respondent, or any other respondent, for violations of the same  
8 statutes and/or regulations addressed in this Stipulation and Order. Likewise, CCB is not  
9 bound by any previous settlement agreements it has approved in entering into this  
10 Stipulation and Order.

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

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

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

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

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

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

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

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

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

1 for purposes of interpreting any ambiguity or uncertainty in this Stipulation and Order.

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

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

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

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

21

22

23

24

25 ///

26

27

28

Date: 10/2/24

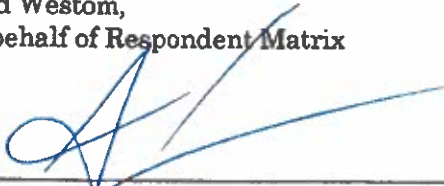
Rusty Graf, Esq. (Nev. Bar No. 6322)  
Counsel for Respondent Matrix

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Chad W. Weston

Date: 10/2/24

Chad Weston,  
On behalf of Respondent Matrix



Date: 10/2/24

Anthony T. Garasi (Nev. Bar No. 11134)  
Senior Deputy Attorney General  
Counsel for Cannabis Compliance Board

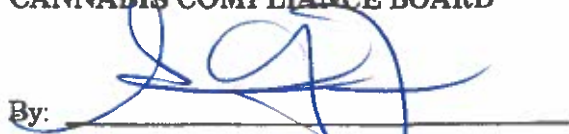
**ORDER**

WHEREAS, on the 17th day of October 2024, 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 Matrix.

IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 17th day of October, 2024.

STATE OF NEVADA,  
CANNABIS COMPLIANCE BOARD

By: 

Adriana Guzmán Fralick, Chair