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

3 STATE OF NEVADA, CANNABIS
4 COMPLIANCE BOARD,

5 Petitioner,

6 vs.

Case No. 2025-022

7 CLEAR RIVER, LLC
8 DBA NEVADA MADE MARIJUANA (RD230),

8 Respondent.

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

11 1. The Cannabis Compliance Board (the "CCB" or the "Board"), by and through its counsel,
12 Aaron D. Ford, Attorney General for the State of Nevada, and Anthony Garasi, Senior Deputy Attorney
13 General; and Clear River LLC dba Nevada Made Marijuana cannabis establishment identification
14 number RD230 ("Respondent"), by and through its attorney, Amanda Connor, Esq., (collectively "the
15 parties") hereby stipulate and agree to the following terms and conditions.

16 **PERTINENT FACTS**

17 2. Respondent is a domestic limited liability company with a Nevada Adult-Use Retail Store
18 License, which places it under the jurisdiction of the CCB. At all times relevant herein, Respondent
19 owned and operated cannabis establishment identification number RD230.

20 3. On or about March 11, 2025, Supervisory Investigator Heather Phillips initiated a
21 compliance check of facility RD230, a cannabis sales facility operating under the name Nevada Made
22 Marijuana, and located at 310 E Warm Springs Rd., Ste D-E, Las Vegas, NV 89119.¹

23 4. As part of the above-reference compliance check of facility RD230, CCB employee Shae
24 Dunn (herein, "Dunn"), an individual under the age of 21, entered the premises. Upon entering the
25 facility, Dunn presented her United States passport to the staff. She was allowed entry to an area where
26 cannabis product is sold.

27
28 ¹ Respondent received approval for a Change of Location on or around April 10, 2025, to move the facility to 95 E. Warm Springs Rd. Las Vegas NV 89119.

1 right to confront and cross-examine witnesses called to testify against Respondent, the right to present
2 evidence on Respondent's behalf, the right to have witnesses testify on Respondent's behalf, the right to
3 obtain any other type of formal judicial review of this matter, and any other rights which may be accorded
4 to Respondent pursuant to provisions of NRS Chapters 678A through 678D, NRS Chapter 233B, the
5 Nevada Cannabis Compliance Regulations (NCCR), and any other provisions of Nevada law.
6 Respondent is waiving all these rights by entering into this Stipulation and Order. If the Board rejects
7 this Stipulation and Order, or any portion thereof, all such waivers shall be deemed withdrawn.

8 13. Should this Stipulation and Order be rejected by the Board or not timely performed by the
9 parties, it is agreed that presentation to and consideration by the Board of this proposed stipulation, or
10 other documents or matters pertaining to the consideration of this Stipulation and Order shall not
11 prejudice the Board or any of its members from further participation, consideration, adjudication, and/or
12 resolution of these proceedings, and that no Board member shall be disqualified or challenged for bias.

13 14. This Stipulation and Order embodies the entire agreement reached by the parties. If
14 approved by the Board, it fully and finally resolves only the allegations set forth in the Administrative
15 Action via the Complaint in Case No. 2025-022. The CCB acknowledges and agrees that no further action
16 will be taken against Respondent for these acts.

17 15. The parties have considered both aggravating and mitigating factors as contemplated in
18 NRS 678A.645, NRS 678A.647, and NCCR 4.030(2), including the following:

19 a. The violation involved selling to a person under the age of 21, which carries with
20 it the possibility of both criminal and civil penalties.

21 b. Three of Clear River, LLC's cannabis sales facilities were tested and while all
22 three had policies and procedures regarding age verification, an agent at RD230 failed to follow
23 the procedures and thus failed the compliance testing for age gating.

24 c. The cannabis sales facility at issue, cannabis establishment identification number
25 RD230, has a positive compliance history for 7 years.

26 d. Respondent submitted a Plan of Correction that detailed corrective actions to
27 attempt to prevent such violations in the future and the Plan of Correction was found acceptable
28 by the CCB.

1 e. Respondent signaled its intention to resolve the matter by settlement early, saving
2 the State time and resources, and demonstrating that Respondent accepts responsibility for the
3 violation.

4 16. The parties stipulate and agree to give equal weight to each factor outlined in paragraph
5 15.

6 17. The parties agree that, in light of the size of the Respondent's business, the proposed civil
7 penalty, with the contemplated payment plan proposed, will have an impact on the business but should
8 not adversely impact its business to such an extent that it is not able to continue business and is reasonable
9 in light of the facts and circumstances.

10 18. If the Board approves this Stipulation and Order, it shall be deemed and considered
11 disciplinary action by the CCB against Respondent and will attach to cannabis establishment
12 identification number RD230, and any future change in ownership shall be considered a mitigating factor
13 should any future discipline arise. Respondent understands and acknowledges that this disciplinary action
14 may affect future progressive discipline.

15 19. All parties acknowledge that the CCB has jurisdiction to consider and order this
16 Stipulation and Order because Respondent held privileged licenses regulated by the CCB at all times
17 relevant herein. Respondent expressly, knowingly, and intentionally waives the notice requirements
18 contained in the Nevada Open Meeting Law and acknowledges that this Stipulation and Order may be
19 presented to the Board for its consideration and potential ratification at the Board's meeting on February
20 19, 2026.

21 STIPULATED ADJUDICATION

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

24 a. Violations. As to license RD230, Respondent is found to have committed one (1)
25 Category III violation for allowing activity which violates the laws of this State. NCCR
26 4.050(1)(a)(7).
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28

1 b. Imposition of Civil Penalties. Respondent shall pay a total civil penalty of \$20,000
2 lump sum or may make payments at a rate of \$2,000 per month until paid in full, subject to the
3 terms and conditions set forth below.

4 c. Payment of Civil Penalties. If Respondent elects to pay the total civil penalty in
5 full, such payment is due no later than 5:00 p.m., Pacific Time, on March 20, 2026. Should
6 Respondent elect to make monthly payments per (b) above, said payments shall be rendered in
7 equal installments over ten months, on the twentieth day of each month, or if the twentieth day
8 falls on a holiday or weekend, the first business day thereafter. If the CCB approves this
9 Stipulation and Order at its February 19, 2026, Board Meeting, Respondent shall make its first
10 monthly payment of \$2,000 no later than 5:00 p.m., Pacific Time, on the 20th calendar day of each
11 month until paid in full, under the following schedule:

12 ...

13 Installment	14 Payment Deadline	15 Amount of Payment
16 First Installment	17 Friday, March 20, 2026	18 \$2,000.00
19 Second Installment	20 Monday, April 20, 2026	21 \$2,000.00
22 Third Installment	23 Wednesday, May 20, 2026	24 \$2,000.00
25 Fourth Installment	26 Monday, June 22, 2026	27 \$2,000.00
28 Fifth Installment	Monday, July 20, 2026	\$2,000.00
Sixth Installment	Thursday, August 20, 2026	\$2,000.00
Seventh Installment	Monday, September 21, 2026	\$2,000.00
Eighth Installment	Tuesday, October 20, 2026	\$2,000.00
Ninth Installment	Friday, November 20, 2026	\$2,000.00
Tenth Installment	Monday, December 21, 2026	\$2,000.00

Respondent may pay any installment before its due date without a pre-payment penalty.

21. Penalties for Failure to Comply with Payment Deadlines. Respondent acknowledges that
compliance with the strict payment deadline requirements set forth in this agreement is critical.

1 Respondent agrees that, should it fail to make a payment by the deadline set forth above timely manner,
2 the following penalties and procedures will be in effect:

3 a. CCB will allow a five-business-day grace period for late payment².

4 b. If payment is not physically received by CCB at its Carson City or Las Vegas
5 office by 5:00 p.m., Pacific Time, on the last day of the grace period, Respondent shall be deemed
6 to be in breach of this Stipulation and Order, deemed to be in default, and shall pay all amounts
7 due under this Stipulation and Order, as well as an additional late payment penalty of Five
8 Thousand Dollars (\$5,000). If the non-payment is not cured, cannabis establishment identification
9 number RD230 shall be immediately suspended, and such suspension shall remain in place until
10 all amounts due under this Stipulation and Order are paid in full, and within 90 days of the order
11 of default. The CCB will enter an order of default to this effect, and all amounts due under this
12 subsection shall be immediately due and payable to CCB. If all amounts due under this section
13 are not paid within 90 days after the date of the order of default, cannabis establishment
14 identification number RD230 shall be deemed voluntarily surrendered. The parties agree they
15 cannot and will not file any petition for judicial review and/or any action in any forum for relief
16 from this order of default and/or this Stipulation and Order, and that the CCB may file any judicial
17 action necessary to recover the amounts owed under this subsection, along with its attorneys' fees
18 and costs for recovery of amounts owed.

19 c. Respondent may petition the CCB for an extension of 30 days to its monthly
20 payment schedule. However, for the CCB to consider any such petition, the CCB must receive
21 the petition no later than five (5) business days prior to the payment deadline (excluding any grace
22 period). The CCB is not required to grant such a petition. In such a petition, the Respondent must
23 demonstrate to the satisfaction of the CCB that there are extraordinary and unusual circumstances
24 necessitating the extension requested and specify which installment deadline or deadlines it is
25 seeking an extension for. The CCB may delegate the decision as to whether to grant such a petition
26 to the CCB Chair. Respondent is limited to two requests for an extension.

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28 ² 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 days grace period will be granted for payment.

1 22. Contingency if Approval Denied. If the Board denies approval of this Stipulation and
2 Order, it shall not be admissible as evidence or referenced in argument at any disciplinary hearing or any
3 other matter involving the CCB. Respondent reserves all rights and remedies available under law should
4 this Stipulation and Order be denied by the Board.

5 23. Closure of Disciplinary Action. Once this Stipulation and Order is fully performed, the
6 Administrative Action identified as Case No. 2025-022 will be closed with prejudice.

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

25 25. Release. Respondent agrees that the State of Nevada, the CCB, the Office of the Attorney
26 General, and each of their members, staff, attorneys, investigators, experts, hearing officers, consultants,
27 and agents are immune from any liability for any decision or action taken in good faith in response to
28 information and data acquired by the CCB. Respondent agrees to release the State of Nevada, the CCB,

1 the Office of the Attorney General, and each of their members, staff, attorneys, investigators, experts,
2 hearing officers, consultants and agents from any and all manner of actions, causes of action, suits, debts,
3 judgments, executions, claims and demands whatsoever, known or unknown, in law or equity, that
4 Respondent ever had, now has, may have or claim to have against any and/or all of the persons,
5 government agencies or entities named in this Paragraph, arising out of, or by reason of, CCB's
6 investigation of the matters set forth in this Stipulation and Order, and/or the administration of CCB Case
7 No. 2025-022.

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

14 27. Furthermore, the CCB may consider the discipline imposed herein in any future
15 disciplinary action against Respondent, or their assigns, as required under NCCR 4.030(2), along with
16 the other factors set forth in NCCR 4.030(2), and possible progressive discipline pursuant to NCCR
17 4.050(2) and NCCR 4.055(2). As every case concerns different facts and details, this Stipulation does
18 not act as precedent, or persuasive authority, to bind CCB to impose any particular penalty, to charge or
19 allege any particular violation, and/or to impose any particular disciplinary action in the future for these
20 Respondent, or any future owners, for violations of the same statutes and/or regulations addressed in this
21 Stipulation and Order. Likewise, CCB is not bound by any previous settlement agreements it has
22 approved in entering this Stipulation and Order.

23 28. Attorneys' Fees and Costs. The parties agree to bear their own attorneys' fees and costs.

24 29. Further Assurances. The parties shall cooperate in executing such additional documents
25 and performing such further acts as may be reasonably necessary to give effect to the purposes and
26 provisions of this Stipulation and Order.

27 30. Voluntary and Informed Agreement. Respondent represents that its owners, officers,
28 and/or its directors, who are responsible for and able to legally bind Respondent have read completely

1 and understand fully the terms of this Stipulation and Order, that such terms are fully understood and
2 voluntarily accepted by Respondent in advance of and as memorialized by the signing of this Stipulation
3 and Order, and that the Respondent's signature to this Stipulation and Order indicates same. Respondent
4 further represents that it has voluntarily entered this Stipulation and Order to make a full, final, and
5 complete compromise upon the terms and conditions set forth herein. Respondent further represents that
6 any releases, waivers, discharges, covenants, and agreements provided for in this Stipulation and Order
7 have been knowingly and voluntarily granted and without any duress or undue influence of any nature
8 from any person or entity. The parties, and each of them, hereby expressly acknowledge that they are
9 each represented by counsel of their own choice in this matter and have been advised by counsel
10 accordingly.

11 31. Warranties of Authority. The parties to this Stipulation and Order, and each of them,
12 expressly warrant and represent to all other parties that each has the full right, title, and authority to enter
13 into and to carry out its obligations hereunder, with the sole exception of the required approval of this
14 Stipulation and Order by the Board. The parties also expressly acknowledge the foregoing authority.

15 32. Binding Effect. This Stipulation and Order shall be binding upon and inure to the benefit
16 of the parties hereto and the parties' respective successors, predecessors, parents, affiliates, shareholders,
17 employees, heirs, executors, assigns, and administrators.

18 33. Construction. The headings of all Sections and Paragraphs of this Stipulation and Order
19 are inserted solely for the convenience of reference and are not a part of the Stipulation and Order and
20 are not intended to govern, limit, or aid in the construction or interpretation of any term or provision of
21 this Stipulation and Order. In the event of a conflict between such caption and the paragraph at the head
22 of which it appears, the paragraph and not such caption shall govern in the construction of this Stipulation
23 and Order.

24 34. Governing Law. This Stipulation and Order shall be governed by and construed in
25 accordance with the laws of the State of Nevada, without reference to conflict of law principles.

26 35. Jurisdiction and Forum Selection. The parties consent to the jurisdiction of the Eighth
27 Judicial District Court of the State of Nevada to resolve any disputes related to the terms or enforcement
28 of this Stipulation and Order. The successful or prevailing party or parties in such action shall be entitled

1 to recover reasonable attorney fees, costs, and expenses actually incurred in initiating or responding to
2 such proceeding, in addition to any other relief to which it may be entitled.

3 36. Interpretation. This Stipulation and Order is the result of negotiations among the parties,
4 each of whom has negotiated and reviewed its terms. In the event a Court ever construes this Agreement,
5 the parties expressly agree, consent, and assent that such Court shall not construe this Agreement or any
6 provision hereof against any party as its drafter for purposes of interpreting any ambiguity or uncertainty
7 in this Stipulation and Order.

8 37. Time is of the Essence. Time is of the essence in the performance of all terms of this
9 Stipulation and Order.

10 38. Severability. If any portion of this Stipulation and Order, or its application thereof to any
11 person or circumstance, shall be deemed to any extent to be invalid, illegal, or unenforceable as a matter
12 of law, all remaining clauses of this Stipulation and Order and its application thereof shall not be affected
13 and shall remain enforceable to the fullest extent permitted by law.

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

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

Robert R. Black, Sr.
On behalf of Clear River, LLC
Respondent

Date: February 13th 2026

Amanda Connor, Esq.
Attorney for Clear River, LLC

Date: 2/13/2026

James Humm, Executive Director
Nevada Cannabis Compliance Board

Date: 2/17/2026

Anthony T. Garasi, Senior Deputy Attorney General
Attorney for the Nevada Cannabis Compliance Board

Date: 2/17/26

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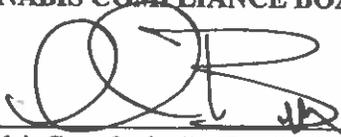
ORDER

WHEREAS, on the 19th day of February, the Nevada Cannabis Compliance Board, having considered the aggravating and mitigating factors outlined in the stipulation and having adopted the weighting of those factors proposed by the parties, hereby approves and adopts all the terms and conditions outlined in the Stipulation and Order for Settlement of Disciplinary Action with Clear River, LLC dba Nevada Made Marijuana, cannabis establishment identification number RD230, in Case No. 2025-022.

IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 19 day of February, 2026.

STATE OF NEVADA,
CANNABIS COMPLIANCE BOARD

By: 
Maj. Gen. Ondra Berry, (Ret.), Chair