



1 one cannabis pre-roll product, which is legally restricted for sale only to individuals 21 years of age or  
2 older or those persons with an authorized medical registry identification card.

3 5. Dunn was not asked for identification at the register. At the time of purchase, Shae Dunn  
4 was 20 years of age. She did not possess a medical registry identification card at the time of sale.

5 6. The following day, CCB Auditor Marvin Taylor emailed a request to the Respondent to  
6 provide video footage of the time period on March 11, 2025, covering the entry and sale.

7 7. That same day, Respondent voluntarily self-reported the incident to Cannabis Compliance  
8 Board ("CCB") personnel. In its self-report, Respondent acknowledged the regulatory violation and  
9 provided a detailed and candid account of the circumstances underlying the breach. Their report included  
10 immediate corrective actions taken and a proposed remediation plan to support future compliance  
11 measures.

12 8. In recognition of Respondent's prompt disclosure, cooperation, and demonstrated  
13 commitment to corrective and preventive measures, the parties engaged in good-faith settlement  
14 negotiations to resolve the disciplinary action.

15 9. For the purposes of settling these matters, the parties acknowledge that the facts contained  
16 in these paragraphs are true and correct. Without waiving any constitutional rights against self-  
17 incrimination, the parties acknowledge that the facts could be found to constitute violations of Title 56  
18 of NRS (NRS Chapters 678A through 678D) or the NCCR, with potential penalties including suspension  
19 of license and civil penalties up to \$20,000 against license RD547 if these matters proceeded to an  
20 administrative hearing.

21 **ACKNOWLEDGEMENTS AND APPLICABLE LAW**

22 10. This Administrative Action was not initiated by the filing of a Complaint for Disciplinary  
23 Action but rather through settlement negotiations as codified in NRS 678A.645(1). Respondent agrees to  
24 waive the filing and service of a CCB Complaint, and all parties understand and agree that this Stipulation  
25 and Order must be approved by a majority vote of the members of the Board to become effective.

26 11. Respondent enters into this Stipulation and Order with full authority to resolve the claims  
27 against it. Respondent is aware of its rights to contest the violations pending against it. These rights  
28 include representation by an attorney at Respondent's own expense, the right to the filing and service of

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

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

15 13. This Stipulation and Order embodies the entire agreement reached by the parties. If  
16 approved by the Board, it fully and finally resolves all of the allegations alleged or referenced in this  
17 Administrative Action or the statement of deficiency dated September 2, 2025. The CCB acknowledges  
18 and agrees that no further action will be taken against Respondent for these acts.

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

- 21 a. The violation involved selling to a person under the age of 21, which carries with  
22 it the possibility of both criminal and civil penalties.
  - 23 b. All four of the Respondent's dispensaries were tested, but only one of the four  
24 failed the compliance testing for age gating.
  - 25 c. Respondent self-reported the incident and took action to correct the violation.
  - 26 d. The dispensary at issue, entity number RD547, has a positive compliance history.
- 27  
28

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

4 15. The parties stipulate and agree to give equal weight to each factor outlined in paragraph  
5 14.

6 16. The parties agree that, in light of the size of the Respondent's business, the proposed civil  
7 penalty will not adversely impact its ability to continue business and is reasonable in light of the facts  
8 and circumstances.

9 17. If the Board approves this Stipulation and Order, it shall be deemed and considered  
10 disciplinary action by the CCB against Respondent and will attach to entity number RD547 and to any  
11 new owners thereof. Respondent understands and acknowledges that this disciplinary action may affect  
12 future progressive discipline.

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

#### 19 STIPULATED ADJUDICATION

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

22 a. Violations. As to license RD547, Respondent is found to have committed one (1)  
23 Category II violation. The parties mutually agree and acknowledge that the rank of the violation  
24 may be lowered in the future by an approved regulation not yet adopted by the Nevada  
25 Legislature. For purposes of progressive discipline, this violation shall be treated as the level  
26 violation then in effect at the time of any new violation.

1           b.     Imposition of Civil Penalties. Respondent shall pay a total civil penalty of \$8,000  
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. Should Respondent elect to make payments, said  
5 payments shall be rendered in equal installments over four months, on the twenty-fifth day of  
6 each month, or if the twenty-fifth day falls on a holiday or weekend, the first business day  
7 thereafter. If the CCB approves this Stipulation and Order at its February 19, 2025, Meeting,  
8 Respondent shall make its first monthly payment of \$2,000 no later than 5:00 p.m., Pacific Time,  
9 on the 25<sup>th</sup> calendar day of each month until paid in full, under the following schedule:

Installment	Payment Deadline	Amount of Payment
First Installment	Wednesday, February 25, 2026	\$2,000.00
Second Installment	Wednesday, March 25, 2026	\$2,000.00
Third Installment	Monday, April 27, 2026	\$2,000.00
Fourth Installment	Tuesday, May 26 <sup>th</sup> , 2026	\$2,000.00

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

16     20.   Penalties for Failure to Comply with Payment Deadlines. Respondent acknowledges that  
17 compliance with the strict payment deadline requirements set forth in this agreement is critical.  
18 Respondent agrees that, should it fail to make a payment by the deadline set forth above timely manner,  
19 the following penalties and procedures will be in effect:

20           a.     CCB will allow a five-business-day grace period for late payment<sup>1</sup>.

21           b.     If payment is not physically received by the CCB at its Carson City or Las Vegas  
22 office by 5:00 p.m., Pacific Time, on the last day of the grace period, Respondent shall be deemed  
23 to be in breach of this Stipulation and Order, deemed to be in default, and shall pay all amounts  
24 due under this Stipulation and Order, as well as an additional late payment penalty of Five  
25 Thousand Dollars (\$5,000). If the non-payment is not cured, entity number RD547 shall be  
26

27 <sup>1</sup> If a check or other form of payment is returned for insufficient funds, or otherwise rejected, the  
28 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 immediately suspended, and such suspension shall remain in place until all amounts due under  
2 this Stipulation and Order are paid in full, and within 90 days of the order of default. The CCB  
3 will enter an order of default to this effect, and all amounts due under this subsection shall be  
4 immediately due and payable to CCB. If all amounts due under this section are not paid within  
5 90 days after the date of the order of default, entity number RD547 shall be deemed voluntarily  
6 surrendered. The parties agree they cannot and will not file any petition for judicial review and/or  
7 any action in any forum for relief from this order of default and/or this Stipulation and Order, and  
8 that the CCB may file any judicial action necessary to recover the amounts owed under this  
9 subsection, along with its attorneys' fees and costs for recovery of amounts owed.

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

18 21. Contingency if Approval Denied. If the Board denies approval of this Stipulation and  
19 Order, it shall not be admissible as evidence or referenced in argument at any disciplinary hearing or any  
20 other matter involving the CCB.

21 22. Closure of Disciplinary Action. Once this Stipulation and Order is fully performed, the  
22 Administrative Action will be closed with prejudice.

23 23. Communications with Board Members. Respondent understands that this Stipulation and  
24 Order will be presented to the Board in open session at a duly noticed and scheduled Board meeting, and  
25 that the Board has the right to decide at its discretion whether to approve this Stipulation and Order. The  
26 CCB's counsel, which is the Nevada Attorney General and its staff attorneys, will recommend approval  
27 of this Stipulation and Order. In the course of seeking Board acceptance of this Stipulation and Order,  
28 counsel for CCB may communicate directly with individual Board members. Respondent acknowledges

1 that such communications may be made or conducted ex parte, without notice or opportunity for them to  
2 be heard on its part until the public Board meeting where this Stipulation and Order is discussed, and that  
3 such contacts and communications may include, but may not be limited to, matters concerning this  
4 Stipulation and Order, the Administrative Action, and any and all information of every nature whatsoever  
5 related to these matters. Respondent agrees they have no objection to such ex parte communications. The  
6 CCB agrees that Respondent or its counsel may appear at the Board meeting where this Stipulation and  
7 Order is discussed and, if requested, respond to any questions that may be addressed to Respondent or  
8 the Nevada Attorney General's staff attorneys. Respondent agrees that, should the CCB decline to  
9 approve this Stipulation and Order, Respondent will not contest or otherwise object to any Board  
10 member, and/or CCB appointed hearing officer, hearing and adjudicating the Administrative Action  
11 based on the aforementioned ex parte communications with anyone from the Nevada Attorney General's  
12 Office.

13 24. Release. Respondent agrees that the State of Nevada, the CCB, the Office of the Attorney  
14 General, and each of their members, staff, attorneys, investigators, experts, hearing officers, consultants,  
15 and agents are immune from any liability for any decision or action taken in good faith in response to  
16 information and data acquired by the CCB. Respondent agrees to release the State of Nevada, the CCB,  
17 the Office of the Attorney General, and each of their members, staff, attorneys, investigators, experts,  
18 hearing officers, consultants and agents from any and all manner of actions, causes of action, suits, debts,  
19 judgments, executions, claims and demands whatsoever, known or unknown, in law or equity, that  
20 Respondent ever had, now has, may have or claim to have against any and/or all of the persons,  
21 government agencies or entities named in this Paragraph, arising out of, or by reason of, CCB's  
22 investigation of the matters set forth in this Stipulation and Order, and/or the administration of CCB Case  
23 No. 2025-024.

24 25. No Precedent. The parties agree: (1) That this Stipulation and Order shall not constitute  
25 a precedent for any other issues or proceedings before the CCB and/or in any other forum, other than  
26 those set forth in this Stipulation and Order; (2) That this Stipulation and Order shall not be admissible  
27 in any other proceeding or action with respect to proof of fact or any other matter and/or any other licensee  
28

1 and/or cannabis establishment, except proceedings brought to enforce this Stipulation and Order under  
2 its terms and/or for the CCB's consideration of future disciplinary action against this Respondent.

3 26. Furthermore, the CCB may consider the discipline imposed herein in any future  
4 disciplinary action against Respondent, or their assigns, as required under NCCR 4.030(2), along with  
5 the other factors set forth in NCCR 4.030(2), and possible progressive discipline pursuant to NCCR  
6 4.050(2) and NCCR 4.055(2). As every case concerns different facts and details, this Stipulation does  
7 not act as precedent, or persuasive authority, to bind CCB to impose any particular penalty, to charge or  
8 allege any particular violation, and/or to impose any particular disciplinary action in the future for these  
9 Respondent, or any future owners, for violations of the same statutes and/or regulations addressed in this  
10 Stipulation and Order. Likewise, CCB is not bound by any previous settlement agreements it has  
11 approved in entering this Stipulation and Order.

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

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

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

28

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

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

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

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

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

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

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

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

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

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

16  
17   
18 \_\_\_\_\_  
19 George DeNardo, President of Ayr Wellness  
20 On behalf of Livfree Wellness LLC  
21 Respondent

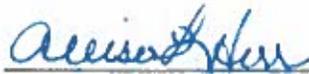
Date: 1/30/2026

22   
23 \_\_\_\_\_  
24 Alicia Ashcraft, Esq.  
25 Attorney for Livfree Wellness LLC

Date: 30 January 2026

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27 \_\_\_\_\_  
28 James Humm, Executive Director  
Nevada Cannabis Compliance Board

Date: 02/03/2026

29   
30 \_\_\_\_\_  
31 Allison L. Herr, Senior Deputy Attorney General  
32 Attorney for the Nevada Cannabis Compliance Board

Date: 1/30/2026

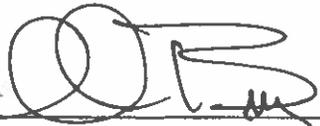
**ORDER**

WHEREAS, on the 19<sup>th</sup> 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 Livfree Wellness LLC Dba The Dispensary (Eastern), entity number RD547, in Case No. 2054-024.

IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 19 day of February, 2026.

**STATE OF NEVADA,  
CANNABIS COMPLIANCE BOARD**

By:   
General Ondra Berry, Nat. G. Ret., Chair