BEFORE THE CANNABIS COMPLIANCE BOARD STATE OF NEVADA

STATE OF NEVADA, CANNABIS COMPLIANCE BOARD,

Case No. 2022-84

Petitioner.

vs.

TRYKE COMPANIES SO NV, LLC (D033, RD033),

Respondent.

STIPULATION AND ORDER FOR SETTLEMENT OF DISCIPLINARY ACTION

The Cannabis Compliance Board (the "CCB"), by and through its counsel, Aaron D. Ford, Attorney General for the State of Nevada, and L. Kristopher Rath, Esq., Senior Deputy Attorney General, hereby enters into this Stipulation and Order for Settlement of Disciplinary Action ("Stipulation and Order") with Respondent Tryke Companies SO NV, LLC (hereinafter "TRYKE D033" or "Respondent"), by and through its counsel of record, Joel Schwarz, Esq., of the law firm of Hone Law. Pursuant to this Stipulation and Order, TRYKE D033 and CCB (collectively, the "Parties") hereby stipulate and agree that CCB Case No. 2022-84 (the "Administrative Action") shall be fully and finally settled and resolved upon the terms and conditions set out herein.

PERTINENT FACTS

1. On or about April 28, 2022, the CCB initiated this disciplinary action via the service and filing of a Complaint for Disciplinary Action (the "Complaint"). The Complaint alleges, *inter alia*, that, contrary to Nevada law, the TRYKE D033 medical cannabis dispensary (D033) and adult-use cannabis retail store (RD033): made unintentionally false statements to Board agents; failed to follow seed-to-sale tracking requirements; failed to meet requirements for disposal of cannabis waste; failed to submit required reports to the Board; and failed to stock restrooms with paper towels.

- 2. TRYKE D033 has not filed an Answer and/or a Request for a Hearing as of the date of this Stipulation and Order. Rather, TRYKE D033 requested and was granted an extension to file its Answer and Request for a Hearing of 15 days in order to initiate and proceed with settlement negotiations. The current due date for TRYKE D033's Answer and Request for a Hearing is June 2, 2022. However, should the Board approve this Stipulation and Order at its May 24, 2022, meeting, there would be no need for TYRKE D033 to file an Answer or Request for a Hearing.
- 3. As to the factual allegations in the Complaint in CCB Case No. 2022-84, TRYKE D033 specifically admits to all allegations in Paragraphs 6, 7, 8, 10, 12, 13, and 14. As to Paragraph 9 of the Complaint, TRYKE D033 admits that the fourth quarter inventory reports for D033 and RD033 were inaccurate.
- 4. The Parties have engaged in good faith settlement negotiations to reach an agreement that is mutually acceptable to Respondent, CCB staff, and counsel for the CCB, for resolution of the Administrative Action, with the understanding that this Stipulation and Order must be approved by majority vote of the members of the CCB to become effective.

ACKNOWLEDGEMENTS AND APPLICABLE LAW

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

5. TRYKE D033 has entered into this Stipulation and Order on its own behalf and with full authority to resolve the claims against it and is aware of TRYKE D033's rights to contest the violations pending against it. These rights include representation by an attorney at TRYKE D033's own expense, the right to a hearing on any violations or allegations formally filed, the right to confront and cross-examine witnesses called to testify against TRYKE D033, the right to present evidence on TRYKE D033's own behalf, the right to have witnesses testify on TRYKE D033's behalf, the right to obtain any other type of formal judicial review of this matter, and any other rights which may be accorded to TRYKE D033 pursuant to provisions of NRS Chapters 678A through 678D, the Nevada

Cannabis Compliance Regulations (NCCR), and any other provisions of Nevada law. TRYKE D033 is waiving all these rights by entering into this Stipulation and Order. If the CCB rejects this Stipulation and Order, or any portion thereof, all such waivers shall be deemed withdrawn by TRYKE D033.

- 6. Should this Stipulation and Order be rejected by the CCB or not timely performed by TRYKE D033, it is agreed that presentation to and consideration by the CCB of such proposed stipulation or other documents or matters pertaining to the consideration of this Stipulation and Order shall not unfairly or illegally prejudice the CCB or any of its members from further participation, consideration, adjudication, and/or resolution of these proceedings and that no CCB member shall be disqualified or challenged for bias.
- 7. TRYKE D033 acknowledges that this Stipulation and Order shall only become effective after the CCB has approved it.
- 8. TRYKE D033 enters this Stipulation and Order after being fully advised of TRYKE D033's rights and as to the consequences of this Stipulation and Order. This Stipulation and Order embodies the entire agreement reached between the CCB and TRYKE D033. It may not be altered, amended, or modified without the express written consent of the Parties, and all alterations, amendments and/or modifications must be in writing. The Parties stipulate and agree that this Stipulation and Order, if approved by the Board, resolves only the allegations set forth in the Administrative Action via the Complaint in Case No. 2022-84.
- 9. In an effort to avoid the cost and uncertainty of a disciplinary hearing, TRYKE D033 has agreed to settle this matter. For purposes of settling this matter, TRYKE D033 acknowledges that the facts contained in the paragraphs in the above "Pertinent Facts" portion of this Stipulation and Order are true and correct. Without waiving any constitutional rights against self-incrimination, TRYKE D033 further acknowledges that certain facts contained in the CCB Complaint in Case No. 2022-84 could be found to constitute violations of Title 56 of NRS (NRS Chapters 678A through 678D), and the NCCR, with penalties up to and including suspension and/or civil penalties of \$362,500 for D033

and RD033, if this matter went to an administrative hearing.

- 10. In settling this matter, the Executive Director for CCB and counsel for CCB have considered the factors set forth in NCCR 4.030(2), including: the gravity of the violations; the economic benefit or savings, if any, resulting from the violations; the size of the business of the violator; the history of compliance with the NCCR and Title 56 of NRS by the violator; actions taken to remedy and/or correct the violations; and the effect of the penalty on the ability of the violator to continue in business.
- 11. To resolve the Administrative Action, and only for those purposes and no other, TRYKE D033 specifically admits to the following violations with respect to the Complaint in CCB Case No. 2022-84 for licenses D033 and RD033:
 - a. One violation of NCCR 4.040(1)(a)(1), for making an unintentionally false statement or representation of fact to the Board or Board agents, which constitutes one Category II violation.
 - b. One violation of NCCR 4.050(1)(a)(3), for failing to follow seed-to-sale tracking requirements, which constitutes a Category III violation.
 - c. One violation of NCCR 4.050(1)(a)(14) for failing to meet the requirements for the disposal of cannabis waste, which constitutes a second Category III violation.
 - d. One violation of NCCR 4.055(1)(a)(8), for improper storage of cannabis and cannabis products, which constitutes a Category IV violation.
 - e. Five violations of NCCR 4.060(1)(a)(7), for failing to submit required reports to the Board regarding the hiring and/or termination of employees, which constitute 5 Category V violations.
- 12. With respect to D033 and RD033, TRYKE D033 further agrees to pay a civil penalty in the amount of \$107,500¹ in consideration for its admitted violations in Paragraph 11, above, accept a formal CCB warning in consideration for its admitted first Category V violation in Paragraph 11(e), and in consideration for the CCB's agreement to

¹ To be apportioned \$53,750 to D033 and \$53,750 to RD033.

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resolve the Administrative Action on the terms set forth herein, with payment of the civil penalty to be made within the time set forth in Paragraph 18, below.

- 13. If the CCB approves this Stipulation and Order, it shall be deemed and considered disciplinary action by the CCB against TRYKE D033.
- Both Parties acknowledge that the CCB has jurisdiction to consider and order 14. this Stipulation and Order because TRYKE D033 holds privileged licenses regulated by the CCB as of July 1, 2020. TRYKE D033 expressly, knowingly, and intentionally waives the 21-day and/or 5- day notice requirements contained in the Nevada Open Meeting Law and acknowledges that this Stipulation and Order may be presented to the CCB for its consideration and potential ratification at the CCB's meeting on May 24, 2022.

STIPULATED ADJUDICATION

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

- 15. Violations: As to licenses D033 and RD033, TRYKE D033 is found to have committed one Category II violation, two Category III violations, one Category IV violation and five Category V violations, as set forth in Paragraphs 11(a) through 11(e), above.
- 16. Imposition of Civil Penalties. TRYKE D033 shall pay a total civil penalty in the amount of one hundred and seven thousand, five hundred dollars (\$107,500) within the time set forth in Paragraph 18 below, to be apportioned as set forth in Paragraph 12, above.
- 17. Formal Warning. In accordance with NCCR 4.060(2)(a)(1), the CCB hereby issues a formal warning to TRYKE D033 as to its first Category V violation in the immediately preceding 3 years: TRYKE D033 shall timely submit written notice to the Board of the hirings and terminations of its cannabis establishment agents as required by NCCR 6.087(3) through 6.087(5). Failure to do so in the future will invoke additional progressive discipline and shall be considered an aggravating factor in considering the amount of civil penalties in any future disciplinary actions.
 - Payment of Civil Penalties. TRYKE D033 must pay the total civil penalty set 18.

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forth in this agreement within 30 days of the date the CCB approves this Stipulation and Order². TRYKE D033 acknowledges that it is critical to comply with the strict requirements of the deadline for payment. TRYKE D033 agrees that, should it fail to make timely payment of the civil penalty, the foregoing penalties and procedures will be in effect:

- a. CCB will allow a five-business day grace period for late payment³.
- b. If payment is not physically received by the CCB at its Carson City office by 5:00 p.m., Pacific Time, on the last day of the grace period, TRYKE D033 shall be deemed in default and deemed to have admitted all allegations in the CCB's Complaint in Case No. 2022-84 and shall pay all penalties and receive all discipline set forth under the "Relief Requested" section of the Complaint, inclusive of a 170-day suspension of licenses D033 and RD033 (effective immediately) and civil penalties of \$362,500, plus a \$50,000 late payment penalty, for a total of \$412,500. The CCB will enter an order of default to this effect after default and all amounts due under this subsection shall be immediately due and payable to the CCB. If all amounts due and payable under section are not paid within 90 days after the date of the CCB's order of default, licenses D033 and RD033 shall be deemed voluntarily surrendered. TRYKE D033 agrees it cannot and will not file any petition for judicial review and/or any action in any forum for relief from this order of default and that the CCB may file any judicial action necessary to recover the amounts owed under this subsection, along with its attorneys' fees and costs for recovery of amounts owed.
- c. TRYKE D033 may petition the CCB for an extension of 30-days to pay the civil penalty. However, for the CCB to consider any such petition, the CCB must receive said petition no later than 5 business days prior to the payment

² Should the CCB approve this Stipulation and Order at its May 24, 2022, meeting, payment would be due on and must be physically received by Thursday, June 23, 2022.

³ If a check or other form of payment is returned for insufficient funds, or otherwise rejected, the failed payment will <u>not</u> be considered a payment and no additional time beyond the five-business day grace period will be granted for payment.

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deadline (which does not include any grace period). The CCB is not required to grant such a petition. In such a petition, TRYKE D033 must demonstrate to the satisfaction of the CCB that there are extraordinary and unusual circumstances necessitating the extension requested. The CCB may delegate the decision as to whether to grant such a petition to the CCB Chair.

- d. If an extension is granted under Paragraph 18(c), there shall be no grace period on the new payment date. If TRYKE D033 does not pay and/or the CCB does not physically receive payment by the new payment date, the provisions and penalties of Paragraph 18(b) apply.
- 19. Plan of Correction. Respondent represents and warrants that it has submitted and put in place a plan of correction, which CCB staff has approved, that will remedy and prevent the recurrence of the violations set forth in this Stipulation and Order. In summary, the plan of correction includes the following: (1) Respondent has instituted a weekly inventory reconciliation process to reconcile and account for any outstanding packages of cannabis that are in the seed-to-sale tracking system, but not physically in the facility, and/or that are located in the facility, but not in METRC, and then to work on a METRC clean-up with CCB for approval to remove any such items out of the METRC inventory; (2) Respondent has ceased using its point of sale software to run inventory reports, as it did not result in accurate inventory data for those reports; (3) Respondent's Inventory and Compliance Manager will routinely review all employee transfers and assignments with Respondent's Human Resources Department to ensure proper notice is provided to the CCB for each employee's hiring, transfer from another facility, and/or termination; (4) Respondent has trained its dispensary staff on the cannabis destruction process and to confirm that the destruction log items match those on a quarantine list; (5) Respondent now audits destruction logs and confirms their accuracy prior to destruction; (6) Respondent has updated its Standard Operating Procedures to clarify that cannabis and cannabis products confirmed for destruction shall be rendered unusable at the dispensary/retail store site by grinding and incorporating the cannabis waste with the

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correct materials; and (7) Respondent's dispensary/retail store now has the proper equipment to render the cannabis and cannabis product unusable on site. further represents and warrants that it is now, as of the date it has executed this Stipulation and Order, operating in full compliance with NRS Title 56 and NCCR.

- 20. Contingency if Approval Denied. If approval of this Stipulation and Order is denied by the CCB, TRYKE D033 and counsel for the CCB agree to resume settlement negotiations in good faith and attempt to reach an agreement to amend this Stipulation and Order and resubmit an amended Stipulation and Order to the CCB to review for approval at a subsequent regularly scheduled CCB meeting. If such an agreement cannot be reached, the Parties agree to proceed with the Administrative Action, with TRYKE D033 to timely file its Answer and Request for Hearing, and the matter to proceed to a disciplinary hearing before the CCB's assigned hearing officer in the ordinary course. Should the Administrative Action proceed for the reasons set forth in this Paragraph, CCB preserves all its claims and arguments in the Administrative Action as set forth in its Complaint and TRYKE D033 preserves all its defenses and arguments it may set forth in its Answer, and withdraws all waivers set forth herein. An unapproved Stipulation and Order shall not be admissible as evidence or referenced in argument at any disciplinary hearing in CCB Case No. 2022-84 or any other matter involving the CCB.
- 21. Contingency if Approval Conditioned. If the CCB approves this Stipulation and Order, but said approval is contingent on certain conditions, the Parties will undertake further good faith negotiations to include said conditions in an amended stipulation and order for execution by the CCB Chair. If TRYKE D033 does not agree to the certain conditions imposed by the CCB, the Parties will undertake additional negotiations and attempt to reach an agreement to amend this Stipulation and Order and resubmit an amended stipulation and order to the CCB to review for approval at its next regularly scheduled meeting. If such an agreement cannot be reached, the Parties agree to proceed with the Administrative Action, with TRYKE D033 to timely file its Answer and Request for Hearing, and the matter to proceed to a disciplinary hearing before the CCB's assigned

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hearing officer in the ordinary course. Should the Administrative Action proceed for the reasons set forth in this Paragraph, CCB preserves all its claims and arguments in the Administrative Action as set forth in its Complaint and TRYKE D033 preserves all its defenses and arguments it may set forth in its Answer, and withdraws all waivers set forth herein. An unapproved Stipulation and Order shall not be admissible as evidence or referenced in argument at any disciplinary hearing in CCB Case No. 2022-84 or any other matter involving the CCB.

- 22. <u>Closure of Disciplinary Action</u>. Once this Stipulation and Order is fully performed by TRYKE D033, the Administrative Action will be closed.
- 23. Communications with CCB Members. TRYKE D033 understands that this Stipulation and Order will be presented to the CCB in open session at a duly noticed and scheduled CCB meeting. TRYKE D033 understands that the CCB has the right to decide in its own discretion whether or not to approve this Stipulation and Order. The CCB's counsel, which is the Nevada Attorney General and its staff attorneys, will recommend approval of this Stipulation and Order. In the course of seeking CCB acceptance of this Stipulation and Order, counsel for CCB may communicate directly with individual CCB members. TRYKE D033 acknowledges that such communications may be made or conducted ex parte, without notice or opportunity for TRYKE D033 to be heard on its part until the public CCB meeting where this Stipulation and Order is discussed, and that such contacts and communications may include, but may not be limited to, matters concerning this Stipulation and Order, the Administrative Action and any and all information of every nature whatsoever related to these matters. TRYKE D033 agrees that it has no objections to such ex parte communications. The CCB agrees that TRYKE D033 and/or its counsel may appear at the CCB meeting where this Stipulation and Order is discussed and, if requested, respond to any questions that may be addressed to TRYKE D033 and/or the Nevada Attorney General's staff attorneys. TRYKE D033 agrees that, should the CCB decline to approve this Stipulation and Order, TRYKE D033 will not contest or otherwise object to any CCB member, and/or CCB appointed hearing officer, hearing and adjudicating

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the Administrative Action based on the aforementioned ex parte communications with anyone from the Nevada Attorney General's Office.

- 24. Release. Respondent agrees that the State of Nevada, the CCB, the Office of the Attorney General, and each of their members, staff, attorneys, investigators, experts, hearing officers, consultants and agents are immune from any liability for any decision or action taken in good faith in response to information and data acquired by the CCB. Respondent agrees to release the State of Nevada, the CCB, the Office of the Attorney General, and each of their members, staff, attorneys, investigators, experts, hearing officers, consultants and agents from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known or unknown, in law or equity, that Respondent ever had, now has, may have or claim to have against any and/or all of the persons, government agencies or entities named in this Paragraph, arising out of, or by reason of, CCB's investigation of the matters set forth in the Complaint, the matters set forth in this Stipulation and Order, and/or the administration of CCB Case No. 2022-84.
- 25. No Precedence. The Parties agree: (1) That this Stipulation and Order shall not constitute a precedent for any other issues or proceedings before the CCB and/or in any other forum, other than those set forth in this Stipulation and Order; and (2) That this Stipulation and Order shall not be admissible in any other proceeding or action with respect to proof of fact or any other matter and/or any other licensee and/or cannabis establishment registered agent, except proceedings brought to enforce this Stipulation and Order under its terms and/or for the CCB's consideration of future disciplinary action against this Respondent.

Furthermore, the CCB may consider the discipline imposed herein in any future disciplinary action against Respondent, as required under NCCR 4.030(2), along with the other factors set forth in NCCR 4.030(2), and possible progressive discipline pursuant to NCCR 4.035 through 4.060. As every case concerns different facts and details, this Stipulation does not act as precedence, or persuasive authority, to bind CCB to impose any

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- Order. Likewise, CCB is not bound by any previous settlement agreements it has approved in entering into this Stipulation and Order.
- 26. Attorneys' Fees and Costs. The Parties each agree to bear their own attorneys' fees and costs.
- 27. Further Assurances. The Parties shall cooperate in executing such additional documents and performing such further acts as may be reasonably necessary to give effect to the purposes and provisions of this Stipulation and Order.
- 28. Voluntary and Informed Agreement. The Respondent represents that its owners, officers, and/or its directors, who are responsible for and able to legally bind TRYKE D033 have read completely and understand fully the terms of this Stipulation and Order, that such terms are fully understood and voluntarily accepted by Respondent in advance of and as memorialized by the signing of this Stipulation and Order, and that the Respondent's signature to this Stipulation and Order indicates same. Respondent further represents that it has voluntarily entered into this Stipulation and Order to make a full, final, and complete compromise upon the terms and conditions set forth herein. Respondent further represents that any releases, waivers, discharges, covenants, and agreements provided for in this Stipulation and Order have been knowingly and voluntarily granted and without any duress or undue influence of any nature from any person or entity. The Parties, and each of them, hereby expressly acknowledge that they are each represented by counsel of their own choice in this matter and have been advised by counsel accordingly.
- 29. Warranties of Authority. The Parties to this Stipulation and Order, and each of them, expressly warrant and represent to all other Parties that each has the full right, title, and authority to enter into and to carry out its obligations hereunder, with the sole exception of the required approval of this Stipulation and Order by the CCB. The Parties

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also expressly acknowledge the foregoing authority.

- 30. Binding Effect. This Stipulation and Order shall be binding upon and inure to the benefit of the Parties hereto and the Parties' respective successors, predecessors, parents, affiliates, shareholders, employees, heirs, executors, assigns, and administrators.
- 31. Construction. The headings of all Sections and Paragraphs of this Stipulation and Order are inserted solely for the convenience of reference and are not a part of the Stipulation and Order and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision of this Stipulation and Order. In the event of a conflict between such caption and the paragraph at the head of which it appears, the paragraph and not such caption shall govern in the construction of this Stipulation and Order.
- 32. Governing Law. This Stipulation and Order shall be governed by and construed in accordance with the laws of the State of Nevada, without reference to conflict of law principles.
- 33. Jurisdiction and Forum Selection. The Parties consent to the jurisdiction of the Eighth Judicial District Court of the State of Nevada, in and for Clark County, to resolve any disputes related to the terms or enforcement of this Stipulation and Order. The successful or prevailing Party or Parties in such action shall be entitled to recover reasonable attorney fees, costs, and expenses actually incurred in initiating or responding to such proceeding, in addition to any other relief to which it may be entitled.
- 34. Interpretation. This Stipulation and Order is the result of negotiations among the Parties who have each negotiated and reviewed its terms. In the event a Court ever construes this Agreement, the Parties expressly agree, consent, and assent that such Court shall not construe this Agreement or any provision hereof against any Party as its drafter for purposes of interpreting any ambiguity or uncertainty in this Stipulation and Order.
- 35. <u>Time is of the Essence</u>. Time is of the essence in the performance of all terms of this Stipulation and Order.
 - 36. <u>Severability</u>. If any portion of this Stipulation and Order, or its application

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

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

1	IN WITNESS WHEREOF, this Stipulation and Order has been executed by the
2	Parties and attested by their duly authorized representatives as of the date(s) so indicated.
3	The Effective Date of this Stipulation and Order shall be the date it is ordered by the CCB.
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5	Date: May 12, 2022
6	Joel Schwarz (Nev. Bar No. 9181) Counsel for Respondent TRYKE D033
7	Counsel for Respondent 11(11) Dobb
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9	Date:
10	(printed name),
11	On behalf of Respondent TRYKE D033
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14	L. Kristopher Rath (Nev. Bar No. 5749) Date: May 12, 2022
15	Senior Deputy Attorney General
16	Counsel for Cannabis Compliance Board
17	OBDER
18	ORDER WITEDEAC on the 94th Josef Way 2009, the Nevede Compliance Board
19	WHEREAS, on the 24th day of May, 2022, the Nevada Cannabis Compliance Board
20	approved and adopted all the terms and conditions set forth in the Stipulation and Order
21	for Settlement of Disciplinary Action with TRYKE D033.
22	IT IS SO ORDERED. SIGNED AND EFFECTIVE this day of // d
23	SIGNED AND EFFECTIVE this 2 day of //(A-(, 2022.
24	STATE OF NEVADA, CANNABIS COMPLIANCE BOARD
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26	Al. 11/1/)mal
27	By:///// HON. MICHAEL L. DOUGLAS, CHAIR
28	HOW, MICHAEL L. DECGLAS, CHAIR

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5	Joel Schwarz (Nev. Bar No. 9181)
6	Counsel for Respondent TRYKE D033
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10	(printed name Adam Ryan),
11	On behalf of Respondent TRYKE D033
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13	210 Roots Date: May 12, 2022
14	L. Kristopher Rath (Nev. Bar No. 5749)
15	Senior Deputy Attorney General Counsel for Cannabis Compliance Board
16	Counsel for Camiants Compitation Board
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24	STATE OF NEVADA, CANNABIS COMPLIANCE BOARD
25	OMINADIO COMI DIANCE BOMILO
26	Marko 1 / Land
27	By: / / / DOUGLAS GHAID
28	HON. MICHAEL L. DOUGLAS, CHAIR