



## MEMORANDUM

TO: Marijuana Control Board  
FROM: Erika McConnell, Director

DATE: June 13, 2018  
RE: Civil Fine Requested for Robinson Garcia regarding the Cannabis Classic

The fourth annual Alaska Cannabis Classic was held in Anchorage on May 19, 2018, from 6:00 to 9:00 p.m., at 420 West 3<sup>rd</sup> Avenue. This event is put on by Cory and Kendra Wray, who hold Cannabis Classic events in various locations along the west coast. The event space at 420 West 3<sup>rd</sup> Avenue is owned by Robinson Garcia, and is the site of the former Pot Luck Events marijuana club.

When AMCO became aware that the Cannabis Classic was going to include a bake-off event that included public consumption of marijuana, I wrote to Mr. Garcia informing him of planned illegal activity on his property. (Attachment A) I informed him that if AMCO found that public consumption occurs at the event, that I would recommend that the board impose a civil fine on him.

Mr. Garcia told me on the phone on Friday, May 18, that he had a verbal contract with the Wrays, but that in his planned written contract, he would write that there could be no consumption of edibles. I clarified to Mr. Garcia that there can be no consumption of any type of marijuana at the event. He stated that he understood. I requested a copy of the contract.

After the phone conversation, I wrote two emails to Mr. Garcia, clarifying that I recommended that he have a signed contract before the event so that the Wrays understood his expectation of the use of his property. (Attachment B) I received no response from Mr. Garcia and never received a copy of the contract.

At the Cannabis Classic on May 19, AMCO found that many individuals consumed marijuana, and a mobile trimming service called Bushwackers and Packers demonstrated their pre-roll packing machine. This machine loaded and packed approximately 100 joints. The demonstrators lit some of the joints and handed them out to people in the crowd.

Despite being warned of potential illegal activity on his property, Mr. Garcia appears to have made no efforts to ensure that his property was not the site of illegal activity.

**I request that the board fine Robinson Garcia \$10,000, in accordance with 3 AAC 306.840(a), for knowingly allowing, on his property, violations of AS 17.38.040 which prohibits public consumption of marijuana.**

Cannabis Classic: Robinson Garcia

MCB June 13, 2018

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All photos were found on Facebook:



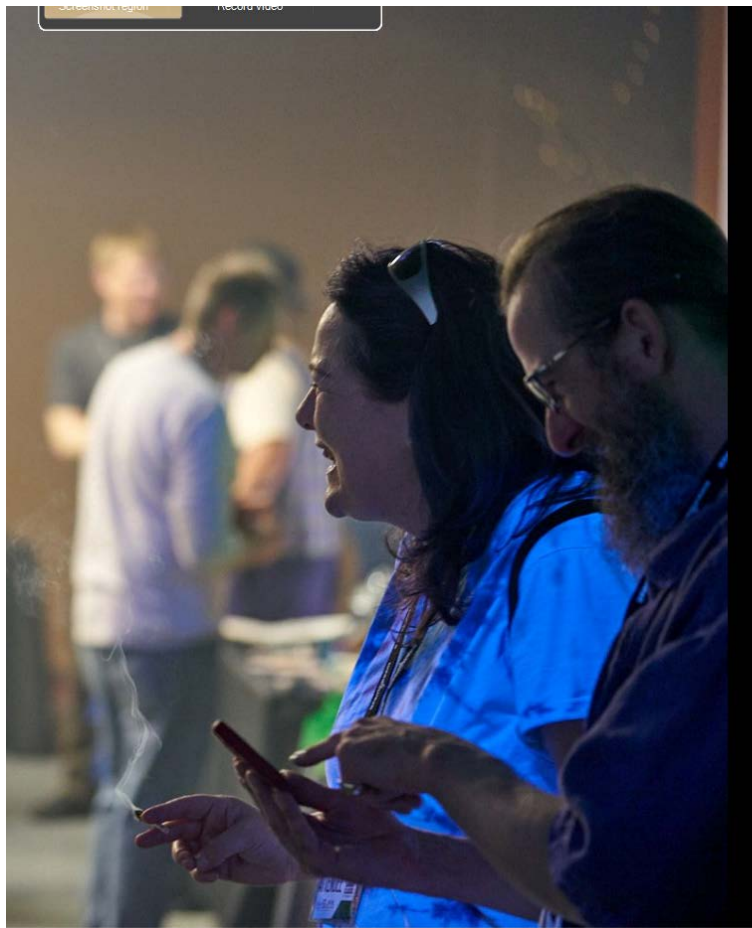


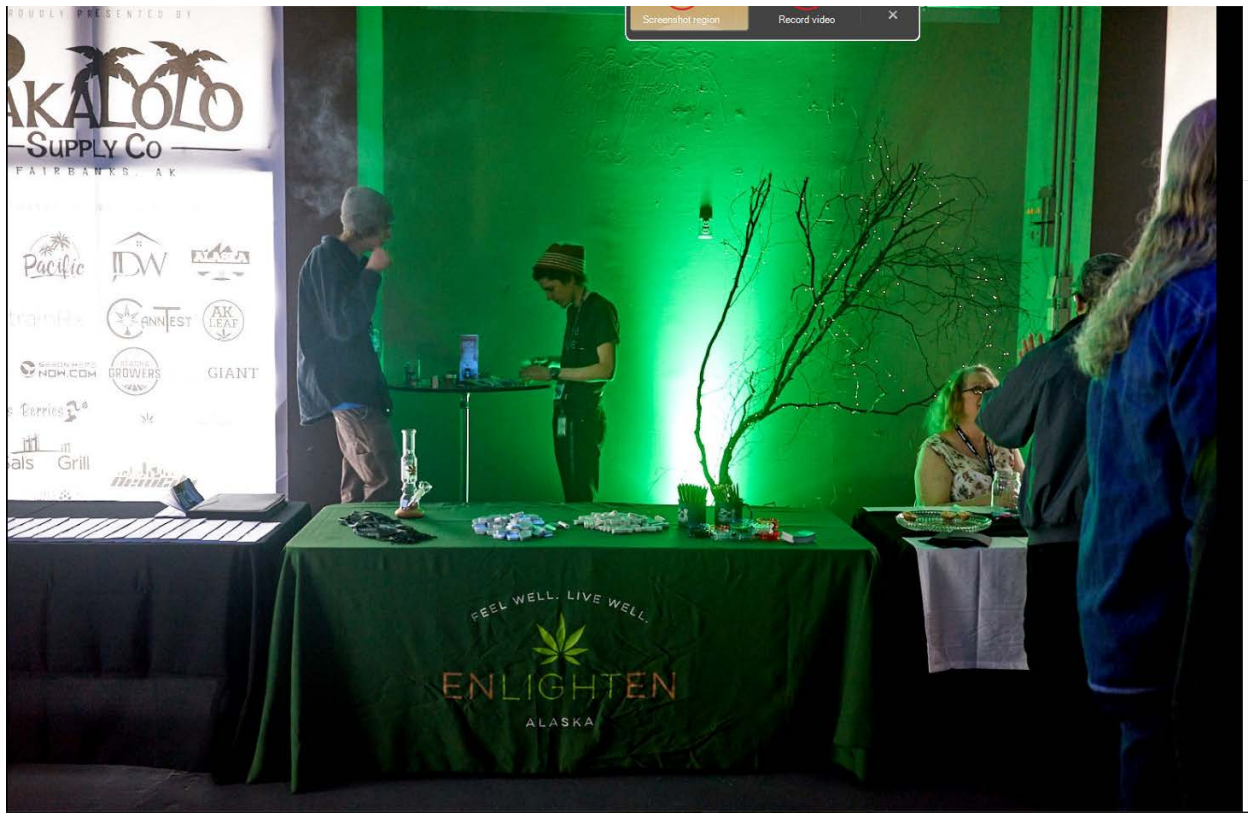












Update: On June 8, 2018, Mr. Garcia provided the attached contract. (Attachment C)



THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

A

**Department of Commerce, Community,  
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE  
550 West 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

May 11, 2018

Robinson Garcia  
420 W. 3<sup>rd</sup> Avenue  
Anchorage, AK 99501

Re: Cannabis Classic Alaska 2018

Dear Robinson Garcia:

An event called Cannabis Classic Alaska is advertised to be held on March 19 at your property at 420 West 3<sup>rd</sup> Avenue, in Anchorage. The event is billed as a "cannabis competition, award show and tasting festival."

The advertising indicates that the event will include a "Bake-Off" competition, where judging will be done live. Judges will score a variety of edible products on taste (and other qualities), and a People's Choice awards category is offered for scoring by event attendees who will be given five tickets to sample items on the premises and during the event. This competition violates Alaska Statute 17.38.040 which states that "It is unlawful to consume marijuana in public." As you are the property owner where this event is scheduled to take place, I am alerting you to a planned illegal event on your property.

Should AMCO investigators or other peace officers find that public consumption occurs at this event, I will recommend to the Marijuana Control Board that they impose a civil fine on you in accordance with 3 AAC 306.840. In addition, I will inform the Alcoholic Beverage Control Board that you have knowingly permitted illegal activity on your property and request they direct me to cease approving catering permits for this location.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Erika McConnell".

Erika McConnell  
Director

Cc: Justin Doll, Chief of Police, Municipality of Anchorage  
Harriet Milks, Assistant Attorney General, State of Alaska



**From:** [McConnell, Erika B \(CED\)](#)  
**To:** ["Robinson Garcia"](#)  
**Cc:** [Hoelscher, James C \(CED\)](#)  
**Subject:** RE: Automatic reply: Cannabis Classic  
**Date:** Friday, May 18, 2018 11:57:00 AM  
**Importance:** High

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Hi Robinson,

Apologies for the string of emails, but I want to make sure we are clear with each other. What I'm trying to say is that without a signed contract before the event, it is difficult for me to feel confident that you have taken the appropriate steps to clarify with your temporary tenant that no illegal activities are allowed to occur on your property, when you have good reason to think that illegal activity MIGHT occur there. I would like to feel confident that you have taken all reasonable steps to communicate your expectations to the Wrays that no illegal activity occur on your property.

Let me know if you have questions.

Thanks,  
Erika

*Erika McConnell*

Director  
Alcohol & Marijuana Control Office  
State of Alaska

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**From:** McConnell, Erika B (CED)  
**Sent:** Friday, May 18, 2018 11:18 AM  
**To:** 'Robinson Garcia' <[robinsongarcia10@gmail.com](mailto:robinsongarcia10@gmail.com)>  
**Subject:** RE: Automatic reply: Cannabis Classic  
**Importance:** High

Hi Robinson,

It occurs to me that it is important that you have your contract with the Wrays signed BEFORE the event, so the Wrays understand your expectations for their use of your property...

Erika

*Erika McConnell*

Director  
Alcohol & Marijuana Control Office  
State of Alaska

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**From:** Robinson Garcia <[robinsongarcia10@gmail.com](mailto:robinsongarcia10@gmail.com)>  
**Sent:** Friday, May 18, 2018 9:48 AM

**To:** McConnell, Erika B (CED) <[erika.mcconnell@alaska.gov](mailto:erika.mcconnell@alaska.gov)>

**Subject:** Re: Automatic reply: Cannabis Classic

Please call me when you get a chance today is Friday May 18th 2018

Sent from my iPhone

On May 14, 2018, at 11:58 AM, McConnell, Erika B (CED) <[erika.mcconnell@alaska.gov](mailto:erika.mcconnell@alaska.gov)> wrote:

I am away at a conference, returning to the office on Thursday, May 17. I'll be monitoring my email and will respond to your email as soon as I am able.

If you have a licensing question or issue, please contact [alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov) or [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov). For an enforcement question or issue, please contact [amco.enforcement@alaska.gov](mailto:amco.enforcement@alaska.gov).

Thank you,  
Erika McConnell  
Director, AMCO

# Garcia Investment Group Building

## BUILDING RENTAL AGREEMENT

Contract #GIG -10192013 -1019

This contract hereby confirms that Kinder & Co. Wky  
of Pacific Sun West (hereinafter known as "the promoter") accepts the  
engagement offered by Robinson Garcia of Garcia Investment Group (in contract known  
as GIG) to rent banquet hall space, located at 430 W. 3<sup>rd</sup> Ave, on the date of  
from May 14 2018 (Sat) to May 19 2018 Sat Midnight.

### Terms of agreement (Please initial)

1. The promoter will have access to the club 5 hours prior to the start of the  
event, and must be vacated, to allow time for equipment removal and clean up by  
Sat May 19 2018 @ Midnight. Venue manager will charge \$300 per hour for parties  
staying longer than stated time above. Venue will bring the conditions back to  
working order and cleaning fee will be deducted from deposit. KW

The promoter will remit a \$600 cleanup/security deposit 30 days prior to the event or at  
Venue Managers discretion. Promoter will properly dispose of all food, trash and  
garbage at the close of the night. Venue will cleaned and brought back to its  
working order by GIG. The promoter is also responsible for any damage to the  
building and or property within it during the course of the event incurred by the  
promoter or any third party. KW

Any such damage will be reported to the venue manager immediately. Any damage  
to the Garcia Investment Group building or property shall be repaired or replaced  
as directed by venue manager. Costs exceeding the amount remaining after  
cleaning fee is subtract from security deposit are the responsibility of the Promoter  
and will be billed after the event.

*In the event that the flooring of banquet hall needs to be cleaned due to recklessness of  
the promoter and his patrons, the deposit will be held and dispersed appropriately,  
remainder will be mailed to promoter when job has been completed.* KW

Garcia Investment Group Building

420 W. 3rd Ave

Anchorage Alaska 99501



KW The Promoter agrees to pay an amount of \$ 1500 for <sup>24</sup>~~X~~ rental of the space and (any) equipment listed in contract # N/A. This amount must be paid in full when signing this contract, which must be 15 days prior to the commencement of the first event. Payments may be made in cash, check or credit card, however, returned checks will acquire a 25% fee and may be turned over to collections.

GIG will only provide rental space and Promoter will be responsible to furnish lighting and sound equipment and any other equipment need for the event. GFP will not be held responsible for lost, stolen or damaged equipment that promoter furnishes on site. Venue will provide concession for all public events; promoter may sell other items that are not in direct competition to venue's items. Promoter must supply venue manager with list of products he or she wishes to sell along with contract for prior approval.

KW The Promoter is required to submit all advertising propaganda to GIG Management for approval before distribution to the public. This includes flyers, posters, radio commercial, newspaper ads, emails, and text sent via phone. The Promoter will not use Club Millenniums name or give misrepresentation that Club Millennium nor it entities are participating in the event. Advertising will not be approved for distribution until the full balance of rental cost is paid. If advertisement is marketed prior to GIG, LLC consent, GIG will have the legal right to pursue false advertisement under a court of law at the expense of the promoter.

The Promoter and his staff will obey all applicable federal, state and local laws while on the premises. Alcohol, smoking, drugs and weapons will not be brought or sold on the premises. If alcohol is on the premise you must have it catered by a licensed company the permit must be handed to Garcia Investment Group 15 days prior to the event. If promoter choose not abide by contract rules and regulations concerning state statutes he/she will be held solely responsible for federal, state penalties and will be prosecuted by GIG management for the breach of contract and non-act of good-faith.

Noise and music must adhere to municipal code requirements (Maximum 35 decibels at property lines between 9pm and 5am) If a noise complaint is made by our business neighbors you are required to turn down sound, even though it may comply with municipal code.

The Promoter agrees to provide 1-2 licensed and bond security staff for every 70 people. Security will search attendees when they arrive and upon re-entry. The venue manager reserves all rights to use his choice of Security Company, at a cost to the promoter.

The promoter recognizes that he is solely responsible for all permits and license that go along with the event. The promoter is also required to carry a valid liability insurance policy for the amount of \$1,000,000.00 (\$1 million dollars) and must also place Garcia Investment Group as an additional insure for the events date. Insurance policy must be turned over prior to the agreement of this contract. The venue manager reserves the right to renege on this contract at any time before or during the event if the above clauses are not met. Venue manager will provide one warning of misconduct. If misconduct continues, the Venue manager has the sole right to shut down the event, without refunding the promoter's costs paid to Garcia Investments Group.

The promoter has read and initialed the above and hereby accepts the stated conditions:

Promoter name (print) Kendra Wray  
Name \_\_\_\_\_  
Company Pacific Sun West  
Address 850 Beech St #1302  
Phone 808 250-3929  
Type of Event award show  
Number of People 200

- May 19 2018 - 'signature'  
There will be 'NO'  
consumption of marijuana,  
THC, cannabis @ THIS EVENT  
x ~~REDACTED~~ 5/18/18  
x Kendray 5/18/18  
Kendra Wray  
Pacific Sun West

I Kendra Wray hereby agree to all terms presented in this contract.

Signature (Promoter) Kendra Wray  
Date 5/18/18

Executed by: *Venue Manager*

Date 5/18/18 ~~REDACTED~~

PAID \$1500  
CASH 5/18/2018  
x ~~REDACTED~~