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

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6                                STATE OF NEVADA, CANNABIS  
7                                COMPLIANCE BOARD,

Case No. 2021-37

8    Petitioner,

9  
10    vs.

11                                DIGIPATH LABS, INC.,

12    Respondent.

13  
14    **STIPULATION AND ORDER FOR SETTLEMENT OF DISCIPLINARY ACTION**

15                                The Cannabis Compliance Board (the "CCB"), by and through its counsel, Aaron D.  
16                                Ford, Attorney General for the State of Nevada, L. Kristopher Rath, Esq., Senior Deputy  
17                                Attorney General and Ashley A. Balducci, Esq., Senior Deputy Attorney General, hereby  
18                                enters into this Stipulation and Order for Settlement of Disciplinary Action ("Stipulation  
19                                and Order") with Respondent, Digipath Labs, Inc. (hereinafter "Digipath" or "Respondent")  
20                                by and through its counsel, Neal Tomlinson, Esq., and Kristina Kleist, Esq., of Brownstein  
21                                Hyatt Farber Schreck, LLP. Pursuant to this Stipulation and Order, Respondent and CCB  
22                                (collectively, the "Parties") hereby stipulate and agree that CCB Case No. 2021-37 (the  
23                                "Administrative Action") shall be fully and finally settled and resolved upon terms and  
24                                conditions set out herein.

25    **PERTINENT FACTS**

26                                1.        Respondent is a registered domestic corporation licensed in Nevada to operate  
27                                medical and adult-use cannabis testing establishments with certificate No. L015 and  
28                                license No. RL015.

    2.        On May 25, 2021 CCB held a public meeting and considered transfer of  
    interest applications ("TOI's") submitted by Digipath to the Department of Taxation  
    ("Department") in 2019<sup>1</sup>. On investigation of these TOI requests, CCB staff found areas of

<sup>1</sup> TOI No.'s 17013A and 17013B.

1 concerns related to transfers of interests that had taken place prior to Department approval  
2 and several owners, officers, or board members who did not hold valid cannabis  
3 establishment agent cards when they should have.

4 3. At the May 25, 2021, CCB meeting, the CCB discussed conditionally  
5 approving the aforementioned pending TOI's on Respondent stipulating to certain  
6 violations and/or civil penalties. As set forth herein, Respondent stipulates to pay a \$20,000  
7 civil penalty for one violation of NAC 453D.905(3)(b)(4) and two violations of NAC  
8 453D.905(3)(e)(1), in lieu of the CCB filing and serving a Complaint for Disciplinary Action  
9 ("Complaint") and proceeding to a disciplinary hearing.

#### 10 ACKNOWLEDGEMENTS AND APPLICABLE LAW

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

13 4. Digipath has entered into this Stipulation and Order on its own behalf and  
14 with full authority to resolve the claims against it and is aware of its rights to contest the  
15 violations pending against it. These rights include the filing and service of a disciplinary  
16 complaint specifying the charges against Respondent, representation by an attorney at  
17 Respondent's own expense, the right to a hearing on any violations or allegations formally  
18 filed, the right to confront and cross-examine witnesses called to testify against  
19 Respondent, the right to present evidence on Respondent's own behalf, the right present  
20 witnesses to testify on Respondent's behalf, the right to obtain any other type of formal  
21 judicial review of this matter, and any other rights which may be accorded to Respondent  
22 pursuant to provisions of NRS Chapters 678A through 678D, NAC Chapters 453A and  
23 453D, the Nevada Cannabis Compliance Regulations ("NCCR"), and any other provisions  
24 of Nevada law. Digipath is waiving all these rights by entering into this Stipulation and  
25 Order. If the CCB rejects this Stipulation and Order, or any portion thereof, Digipath  
26 reserves the right to withdraw any or all waivers.

27 5. Should this Stipulation and Order be rejected by the CCB or not timely  
28 performed by Respondent, it is agreed that presentation to and consideration by the CCB

1 of such proposed stipulation or other documents or matters pertaining to the consideration  
2 of this Stipulation and Order shall not unfairly or illegally prejudice the CCB or any of its  
3 members from further participation, consideration, adjudication, or resolution of these  
4 proceedings and that no CCB member shall be disqualified or challenged for bias.

5         6.       Respondent acknowledges that this Stipulation and Order shall only become  
6 effective after the CCB has approved it.

7         7.       Digipath enters into this Stipulation and Order after being fully advised of its  
8 rights and as to the consequences of this Stipulation and Order. This Stipulation and Order  
9 embodies the entire agreement reached between the CCB and Digipath. It may not be  
10 altered, amended, or modified without the express written consent of the Parties and all  
11 alterations, amendments and/or modifications must be in writing.

12         8.       In an effort to avoid the cost and uncertainty of a disciplinary hearing, the  
13 Parties have agreed to settle this matter. In settling this matter, Respondent acknowledges  
14 that the facts contained in the paragraphs in the above "Pertinent Facts" portion of this  
15 Stipulation and Order are true and correct. Respondent further acknowledges that, if the  
16 CCB filed and served a Complaint, the "Pertinent Facts" could be found to constitute one  
17 or more violations of Title 56 of NRS (NRS Chapters 678A through 678D), NRS Chapters  
18 453A and 453D, NAC Chapters 453A and 453D, and/or the NCCR, with civil penalties of  
19 \$10,000, or more, per violation, and a revocation or suspension of each of the Respondent's  
20 licenses and certificates, if this matter went to an administrative hearing.

21         9.       To resolve the Administrative Action, and only for those purposes and no  
22 other, Respondent specifically admits to the following violations with respect to CCB Case  
23 No. 2021-37: one violation of NAC 453D.905(3)(b)(4) for failing to notify the Department of  
24 a change of ownership; and two violations of NAC 453D.905(3)(e)(1) for failure to have  
25 cannabis establishment agents in possession of valid cannabis establishment agent cards.  
26 These violations are applicable to each license and certificate: L015 and RL015.

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1           10. Respondent agrees to pay a civil penalty of twenty thousand dollars (\$20,000)<sup>2</sup>  
2 in consideration of the CCB's agreement to fully resolve the Administrative Action on the  
3 terms set forth herein. Said sum may be paid in installments, as set forth specifically in  
4 Paragraphs 14 through 16, below.

5           11. If the CCB approves this Stipulation and Order, it shall be deemed and  
6 considered disciplinary action by the Board against Digipath.

7           12. Both parties acknowledge that the CCB has jurisdiction to consider and order  
8 this Stipulation and Order because Respondent holds privileged certificates/licenses  
9 regulated by the CCB as of July 1, 2020. Respondent expressly, knowingly, and  
10 intentionally waives the 21-day and/or 5-day notice requirements contained in the Nevada  
11 Open Meeting Law and acknowledges that this Stipulation and Order may be presented to  
12 the CCB for its consideration and potential ratification at the Board's meeting on June 22,  
13 2021.

14    STIPULATED ADJUDICATION

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

18           13. Violations. Respondent shall be deemed to have committed one Category II  
19 violation and two Category IV violations, as to each and every license and certificate set  
20 forth in Paragraph 9, above, effective on the date the CCB approves this Stipulation and  
21 Order.

22           14. Imposition of Civil Penalties: Respondent shall pay a total civil penalty in the  
23 amount of twenty thousand dollars (\$20,000) within the time set forth in Paragraphs 15  
24 and 16 below, to be apportioned as set forth in Paragraph 10, above.

25           15. Payment of Civil Penalties. Digipath must pay the civil penalty set forth in  
26 this agreement within the time frames set forth in this Paragraph and Paragraph 16.  
27 Digipath may pay the lump sum of \$20,000 in civil penalties within 30 days of the date the

28 \_\_\_\_\_  
<sup>2</sup> This \$20,000 civil penalty shall be apportioned \$10,000.00 each as to L015 and RL015.

1 CCB approves this Stipulation and Order. In the alternative, Digipath may select to pay  
2 the civil penalties in four monthly installments of \$5,000.00<sup>3</sup> each month (the "Payment  
3 Plan Option"). Under the Payment Plan Option, Digipath must pay the first installment  
4 on the 15<sup>th</sup> calendar day of the month<sup>4</sup> following the CCB meeting at which this Stipulation  
5 and Order is approved and then, thereafter, on the 15<sup>th</sup> day of each month<sup>5</sup> for the next  
6 three months. For example, if this Stipulation and Order is approved at the June 22, 2021,  
7 CCB meeting, the payment of \$5,000 each month would be due as follows:

8 Thursday, July 15, 2021	1 <sup>st</sup> Installment
9 Monday, August 16, 2021	2 <sup>nd</sup> Installment
10 Wednesday, September 15, 2021	3 <sup>rd</sup> Installment
11 Friday, October 15, 2021	4 <sup>th</sup> Installment

12 Digipath may pay any installment prior to its due date.

13 16. Penalties for Failure to Comply with Payment Plan Option. Digipath  
14 acknowledges that it is critical to comply with the strict requirements of the Payment Plan  
15 Option. Digipath agrees that, should it fail to timely make any installment payment<sup>6</sup> the  
16 following penalties and procedures will be in effect:

- 17 a. CCB will allow a five-business day grace period for late payment.
- 18 b. If payment is not physically received by CCB at its Carson City office by 5:00  
19 p.m., Pacific Time, on the last day of the grace period, Digipath shall be deemed  
20 to be in breach of this Stipulation and Order, deemed to be in default, shall pay  
21 all amounts due under this agreement, as well as an additional late payment  
22 penalty of fifty thousand dollars (\$50,000), and shall have its licenses and  
23 certificates immediately suspended, with such suspension remaining in place  
24

25 <sup>3</sup> Said monthly payments shall be attributed \$2,500 to L015 and \$2,500 to RL015.

26 <sup>4</sup> Payment must be physically received at the CCB's Carson City office no later than 5:00 p.m., Pacific Time,  
on the 15<sup>th</sup> day of the month on which it is due. If the 15<sup>th</sup> day of the months falls on a Saturday, Sunday, or  
a holiday recognized by the State of Nevada, payment shall be due on the first following business day.

27 <sup>5</sup> As set forth in footnote 4, above, if the 15<sup>th</sup> day of the months falls on a Saturday, Sunday, or a holiday  
recognized by the State of Nevada, payment shall be due on the first following business day.

28 <sup>6</sup> If the lump sum option is chosen, and Digipath fails to pay that within 30 days of CCB approval of the  
Stipulation and Order, then the penalties of default set forth in Paragraph 16 shall also apply.

1 until all amounts due under this Stipulation and Order are paid in full (inclusive  
2 of the \$50,000 late payment penalty). The CCB will enter an order of default to  
3 this effect after default and all amounts due under this subsection shall be  
4 immediately due and payable to CCB. Digipath agrees it cannot and will not file  
5 any petition for judicial review and/or any action in any forum for relief from this  
6 order of default and that CCB may file any judicial action necessary to recover  
7 the amounts owed under this Paragraph, along with its attorneys' fees and costs  
8 for recovery of amounts owed.

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

17 d. If an extension is granted under Paragraph 16(c), there shall be no grace period  
18 on the new payment date or dates. If Digipath does not pay by the new payment  
19 date or dates, the provisions and penalties of Paragraph 16(b) apply.

20 17. Approval of Transfers of Interest. At such time as the civil penalty is paid in  
21 full, inclusive of any penalties that may be due under Paragraph 16, the pending TOIs shall  
22 be deemed approved by the CCB and the waivers pursuant to NCCR 5.110, 5.112, and  
23 5.125, are approved and expire on such Agenda date as Respondent's next TOI application  
24 is heard.

25 18. Potential Future Action against Respondent. The Parties agree that,  
26 pursuant to the specific facts of this case, the progressive disciplinary provisions of NAC  
27 453D.905(4)(b) and 453D.905(4)(c) of two years shall apply to the disciplinary actions  
28 herein. Said two-year period shall commence on the date the CCB approves this agreement.

1 Any additional Category II violations and/or Category IV violations within said two-year  
2 period would invoke the progressive disciplinary provisions of NAC 453D.905(4)(b) and/or  
3 453D.905(4)(c). After said two-year period expires, the CCB may still consider the  
4 compliance history of Respondent under NCCR 4.030(2). In addition to the factors listed  
5 for consideration in NCCR 4.030(2), in any future disciplinary action involving the licenses  
6 and certificates of Respondent at issue in this case, CCB will also take into account and  
7 consider the fact that Respondent has cooperated in and negotiated in good faith in the  
8 resolution of CCB Case No. 2021-37.

9       19. Contingency if Approval Denied. If approval of this Stipulation and Order is  
10 denied by CCB, Respondent and counsel for the CCB agree to resume settlement  
11 negotiations in good faith and attempt to reach an agreement to amend this Stipulation  
12 and Order and resubmit an amended Stipulation and Order to the CCB to review for  
13 approval at its next regularly scheduled meeting. If such an agreement cannot be reached,  
14 the Parties agree to proceed with an Administrative Action, which shall include the filing  
15 and service of a disciplinary complaint and a disciplinary hearing before the CCB or its  
16 assigned hearing officer. Should the Administrative Action proceed for the reasons set forth  
17 in this Paragraph, CCB preserves all its claims and arguments in the Administrative  
18 Action as set forth in its Complaint (to be filed) and Respondent preserves all its defenses  
19 and arguments it may assert. An unapproved Stipulation and Order shall not be admissible  
20 as evidence or referenced in argument at any disciplinary hearing in CCB Case No. 2021-  
21 37 or any other matter involving the CCB.

22       20. Contingency if Approval Conditioned. If the CCB approves this Stipulation  
23 and Order, but said approval is contingent on certain conditions, the parties will undertake  
24 further good faith negotiations to include said conditions in an amended Stipulation and  
25 Order for execution by the CCB Chair. If Respondent does not agree to the certain  
26 conditions imposed by the CCB, the parties will undertake additional negotiations and  
27 attempt to reach an agreement to amend this Stipulation and Order and resubmit an  
28 amended Stipulation and Order to the CCB to review for approval at its next regularly

1 scheduled meeting. If such an agreement cannot be reached, the Parties agree to proceed  
2 with the Administrative Action, which shall include the filing and service of a Complaint  
3 and a disciplinary hearing before the CCB or its assigned hearing officer. Should the  
4 Administrative Action proceed for the reasons set forth in this Paragraph, CCB preserves  
5 all its claims and arguments in the Administrative Action as set forth in its Complaint (to  
6 be filed) and Respondent preserves all its defenses and arguments it may assert. An  
7 unapproved Stipulation and Order shall not be admissible as evidence or referenced in  
8 argument at any disciplinary hearing in CCB Case No. 2021-37 or any other matter  
9 involving the CCB.

10       21. Closure of Disciplinary Action. Once this Stipulation and Order is fully  
11 performed by Respondent, the Administrative Action will be closed.

12       22. Communications with CCB Members. Respondent understands that this  
13 Stipulation and Order will be presented to the CCB in open session at a duly noticed and  
14 scheduled CCB meeting. Respondent understands that the CCB has the right to decide in  
15 its own discretion whether or not to approve this Stipulation and Order. The CCB's counsel,  
16 which is the Nevada Attorney General and its staff attorneys, will recommend approval of  
17 this Stipulation and Order. In the course of seeking CCB acceptance of this Stipulation and  
18 Order, counsel for CCB may communicate directly with individual CCB members.  
19 Respondent acknowledges that such communications may be made or conducted *ex parte*,  
20 without notice or an opportunity for Respondent to be heard on its part until the public  
21 CCB meeting where this Stipulation and Order is discussed, and that such contacts and  
22 communications may include, but may not be limited to, matters concerning this  
23 Stipulation and Order, the Administrative Action and any and all information of every  
24 nature whatsoever related to these matters. Respondent agrees that it has no objections to  
25 such *ex parte* communications. CCB agrees that Respondent and its counsel shall appear  
26 at the CCB meeting where this Stipulation and Order is discussed and, if requested,  
27 respond to any questions that may be addressed to Respondent and/or the Attorney  
28 General's staff attorneys. Respondent agrees that, should the CCB decline to approve this



1 Stipulation and Order, Respondent will not contest or otherwise object to any CCB member,  
2 and/or CCB appointed hearing officer, hearing and adjudicating the Administrative Action  
3 based on the aforementioned *ex parte* communications with anyone from the Nevada  
4 Attorney General's Office.

5 23. Release. In execution of this agreement, Respondent agrees that the State of  
6 Nevada, the CCB, the Office of the Attorney General, and each of their members, staff,  
7 attorneys, investigators, experts, hearing officers, consultants, employees, and agents are  
8 immune from any liability for any decision or action taken in good faith in response to  
9 information and data acquired by the CCB. Respondent agrees to release the State of  
10 Nevada, the CCB, the Office of the Attorney General, and each of their members, staff,  
11 attorneys, investigators, experts, hearing officers, consultants, employees, and agents from  
12 any and all manner of actions, causes of action, suits, debts, judgments, executions, claims  
13 and demands whatsoever, known or unknown, in law or equity, that Respondent ever had,  
14 now has, may have or claim to have against any and/or all of the persons, government  
15 agencies or entities named in this Paragraph, arising out of, or by reason of, CCB's  
16 investigation of the matters set forth in this Stipulation and Order, or the administration  
17 of CCB Case No. 2021-37.

18 24. No Precedence. The Parties agree that this Stipulation and Order shall not  
19 constitute a precedent for any other issues or proceedings before the CCB and/or in any  
20 other forum, other than those set forth in this Stipulation and Order. Furthermore, this  
21 Stipulation and Order shall not be admissible in any other proceeding or action with respect  
22 to proof of fact or any other matter and/or any other licensee and/or cannabis establishment  
23 registered agent.

24 Notwithstanding the foregoing, the CCB may consider the discipline imposed herein  
25 in any future disciplinary action against Respondent, as required under NCCR 4.030(2),  
26 along with the other factors set forth in NCCR 4.030(2), and possible progressive discipline  
27 pursuant to NAC 453D.905 and/or NCCR 4.035 through 4.060. As every case concerns  
28 different facts and details, this Stipulation does not act as precedence to bind CCB to

1 impose any particular penalty, to charge or allege any particular violation, and/or to impose  
2 any particular disciplinary action in the future for this Respondent, or any other  
3 respondents in another CCB case, for violations of the same statutes and/or regulations  
4 addressed in this Stipulation and Order. Likewise, CCB is not bound by any previous  
5 settlement agreements it has approved in entering into this Stipulation and Order.

6       25. Attorneys' Fees and Costs. The Parties each agree to bear their own attorneys'  
7 fees and costs.

8       26. Further Assurances. The Parties shall cooperate in executing such additional  
9 documents and performing such further acts as may be reasonably necessary to give effect  
10 to the purposes and provisions of this Stipulation and Order.

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

25       28. Warranties of Authority. The Parties to this Stipulation and Order, and each  
26 of them, expressly warrant and represent to all other Parties that each has the full right,  
27 title, and authority to enter into and to carry out its obligations hereunder, with the sole  
28

1 exception of the required approval of this Stipulation and Order by the CCB. The Parties  
2 also expressly acknowledge the foregoing authority.

3       29. Binding Effect. This Stipulation and Order shall be binding upon and inure  
4 to the benefit of the Parties hereto and the Parties' respective successors, predecessors,  
5 parents, affiliates, shareholders, employees, heirs, executors, assigns, and administrators.

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

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

16       32. Jurisdiction and Forum Selection. The Parties consent to the jurisdiction of  
17 the Eighth Judicial District Court of the State of Nevada, in and for Clark County, to  
18 resolve any disputes related to the terms or enforcement of this Stipulation and Order.

19       33. Interpretation. This Stipulation and Order is the result of negotiations among  
20 the Parties who have each negotiated and reviewed its terms. In the event a Court ever  
21 construes this Agreement, the Parties expressly agree, consent, and assent that such Court  
22 shall not construe this Agreement or any provision hereof against any Party as its drafter  
23 for purposes of interpreting any ambiguity or uncertainty in this Stipulation and Order.

24       34. Time is of the Essence. Time is of the essence in the performance of all terms  
25 of this Stipulation and Order.

26       35. Severability. If any portion of this Stipulation and Order, or its application  
27 thereof to any person or circumstance, shall be deemed to any extent to be invalid, illegal,  
28 or unenforceable as a matter of law, all remaining clauses of this Stipulation and Order

1 and its application thereof shall be not affected and shall remain enforceable to the fullest  
2 extent permitted by law.

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

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

15  
16

Date: \_\_\_\_\_

17 Neal Tomlinson, Esq. (Nev. Bar No. 6851)  
18 Kristina Kleist, Esq. (Nev. Bar No. 13520)  
19 Brownstein Hyatt Farber Schreck, LLP  
Counsel for Respondent Digipath

20  
21

22 Printed name: Bruce Faber  
23 On behalf of Respondent Digipath


Date: 6/15/21

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1 and its application thereof shall be not affected and shall remain enforceable to the fullest  
2 extent permitted by law.

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8 shall be deemed to be the Agreement. This Stipulation and Order may be executed by  
9 signatures provided by electronic facsimile or email, which signatures shall be binding and  
10 effective as original wet ink signatures hereupon. All fully executed copies of this  
11 Stipulation and Order are duplicate originals, equally admissible in evidence.

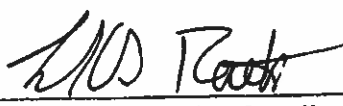
12 IN WITNESS WHEREOF, this Stipulation and Order has been executed by the  
13 Parties and attested by their duly authorized representatives as of the date(s) so indicated.  
14 The Effective Date of this Stipulation and Order shall be the date it is ordered by the CCB.

15  
16  Date: 6/15/2021  
17 Neal Tomlinson, Esq. (Nev. Bar No. 6851)  
18 Kristina Kleist, Esq. (Nev. Bar No. 13520)  
19 Brownstein Hyatt Farber Schreck, LLP  
20 Counsel for Respondent Digipath

21  
22  
23 \_\_\_\_\_ Date: \_\_\_\_\_  
24 L. Kristopher Rath (Nev. Bar No. 5749)  
25 Ashley Balducci (Nev. Bar No. 12687)  
26 Senior Deputy Attorney General  
27 Counsel for Cannabis Compliance Board

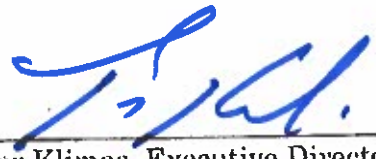
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L. Kristopher Rath (Nev. Bar No. 5749)  
Ashley Balducci (Nev. Bar No. 12687)  
Senior Deputy Attorney General  
Counsel for Cannabis Compliance Board

Date: 6/15/2021



Tyler Klimas, Executive Director for the  
Cannabis Compliance Board

Date: 6/21/21

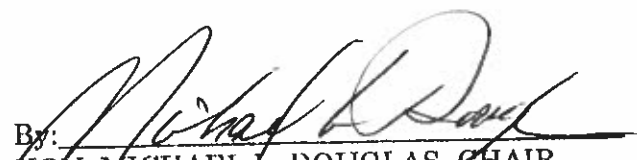
**ORDER**

WHEREAS, on 22<sup>nd</sup>, day of June 2021, 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 Respondent Digipath Labs, Inc.

IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 22 day of June, 2021.

STATE OF NEVADA,  
CANNABIS COMPLIANCE BOARD

By:   
HON. MICHAEL L. DOUGLAS, CHAIR