BEFORE THE CANNABIS COMPLIANCE BOARD STATE OF NEVADA

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STATE OF NEVADA, CANNABIS COMPLIANCE BOARD,

Case No. 2021-34

Petitioner,

vs.

ZENWAY CORP.,

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, L. Kristopher Rath, Esq., Senior Deputy Attorney General and Ashley A. Balducci, Esq., Senior Deputy Attorney General, hereby enters into this Stipulation and Order for Settlement of Disciplinary Action ("Stipulation and Order") with Respondent Zenway Corp. (hereinafter "Zenway" or "Respondent"), by and through its counsel of record, Derek Connor, Esq. of the Law Offices of Connor & Connor, PLLC. Pursuant to this Stipulation and Order, Zenway and CCB (collectively, the "Parties") hereby stipulate and agree that CCB Case No. 2021-34 (the "Administrative Action") shall be fully and finally settled and resolved upon terms and conditions set out herein.

PERTINENT FACTS

1. On March 23, 2021, 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 Zenway cannabis cultivation facility (C140 and RC140) had a cannabis establishment agent working at its facility who did not have valid cannabis agent card in his immediate possession, improperly conducted research and development activities, failed to prevent the consumption of alcohol and cannabis on its

premises, failed to meet certain security requirements, and failed to notify CCB of a facility modification.

- Zenway has not filed an Answer in the Administrative Action. Rather,
 Zenway chose to engage in negotiations to resolve the matter prior to answering the
 Complaint.
- 3. The Parties have engaged in good faith negotiations to reach an agreement that is mutually acceptable to Respondent and counsel for the CCB for resolution of this matter, with the understanding that this Stipulation and Order must be approved by majority vote of the members of the CCB.
- On or about April 28, 2021, the Parties agreed to a Stay of Proceedings pending negotiations, which was approved by the Chair on or about April 30, 2021.
- On or about May 14, 2020, the Parties agreed to a Stay of Proceedings to continue negotiations, which was approved by the Chair on or about May 24, 2021.

ACKNOWLEDGEMENTS AND APPLICABLE LAW

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

6. Zenway 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 Zenway's rights to contest the violations pending against it. These rights include representation by an attorney at Zenway'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 Zenway, the right to present evidence on Zenway's own behalf, the right to have witnesses testify on Zenway'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 Zenway pursuant to provisions of NRS Chapters 678A through 678D, the Nevada Cannabis Compliance Regulations (NCCR), and any other provisions of Nevada law. Zenway is waiving all these rights by entering into this Stipulation and Order. If the CCB rejects this Stipulation and Order, or any portion thereof, Zenway reserves the right to withdraw any or all waivers.

- 7. Should this Stipulation and Order be rejected by the CCB or not timely performed by Zenway, 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.
- Zenway acknowledges that this Stipulation and Order shall only become effective after the CCB has approved it.
- 9. Zenway enters this Stipulation and Order after being fully advised of Zenway'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 Zenway. 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.
- 10. In an effort to avoid the cost and uncertainty of a disciplinary hearing, Zenway has agreed to settle this matter. For purposes of settling this matter, Zenway 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, Zenway further acknowledges that certain facts contained in the CCB Complaint in Case No. 2021-34 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 revocation, suspension, and/or a civil penalty and costs of up to \$295,000 for C140 and RC140, if this matter went to an administrative hearing.
- 11. 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.

- 12. To resolve the Administrative Action, and only for those purposes and no other, Zenway specifically admits to the following violations with respect to the Complaint in CCB Case No. 2021-34 for certificate C140 and license RC140:
 - a. One violation of NCCR 4.055(1)(a)(1), for failing to have a cannabis establishment agent in immediate possession of a valid cannabis establishment agent card, which constitutes one Category IV violation.
 - b. One violation of NCCR 4.060(1)(a)(6), for failing to obtain pre-approval for research and development activities, which constitutes one Category V violation.
 - c. One violation of NCCR 4.050(1)(a)(2), for allowing the consumption of alcohol and cannabis on the premises of Respondents cannabis establishment or areas adjacent thereto under the control of Respondent, which is a Category III violation.
 - d. One violation of NCCR 4.040(1)(a)(14), for failing to maintain required security alarm and surveillance systems, which is a Category II violation.
- 13. As to the remaining allegations in the Complaint, Zenway neither admits nor denies those allegations and no civil penalties shall be assessed as to the remaining violations.
- 14. With respect to C140 and RC140, Zenway further agrees to pay a civil penalty in the amount of \$45,000¹ in consideration for its admitted violations in Paragraph 12, above, and in consideration of CCB's agreement to resolve the Administrative Action on the terms set forth herein. Said sum may be paid in installments, as set forth specifically in Paragraphs 18 through 20, below.
- 15. If the CCB approves this Stipulation and Order, it shall be deemed and considered disciplinary action by the CCB against Zenway.
 - 16. Both parties acknowledge that the CCB has jurisdiction to consider and order

¹ To be apportioned \$22,500 to C140 and \$22,500 to RC140.

this Stipulation and Order because Zenway holds privileged licenses/certificates regulated by the CCB as of July 1, 2020. Zenway 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 June 22, 2021.

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:

- 17. <u>Violations</u>: As to certificate C140 and license RC140, Zenway is found to have committed one Category II violation, one Category III violation, one Category IV violation, and one Category V violation, as set forth in Paragraphs 12(a), 12(b), 12(c), and 12(d), above. In accordance with NCCR 4.060(2)(a)(1), the CCB hereby issues a formal warning to Zenway, as to its first Category V violation for certificate C140 and license RC140: Zenway shall take precautions to ensure that it obtains the required pre-approval of CCB staff prior to engaging in any research and development activity. The Parties stipulate and agree that nothing in this Stipulation and Order shall preclude CCB from pursuing any separate disciplinary actions against the cannabis establishment agent named in Paragraph 7 of the CCB Complaint in Case No. 2021-34, and/or any other Zenway cannabis establishment agents found to be in noncompliance with NRS Title 56 and/or NCCR. Said disciplinary actions would be separate and apart from any disciplinary actions against Zenway arising out of the subject investigation of November 13, 2020.
- 18. <u>Imposition of Civil Penalties</u>. Zenway shall pay a total civil penalty in the amount of forty-five thousand dollars (\$45,000) within the time set forth in Paragraphs 19 and 20 below, to be apportioned as set forth in Paragraph 14, above.
- 19. <u>Payment of Civil Penalties</u>. Zenway must pay the civil penalty set forth in this agreement within the time frames set forth in this Paragraph and Paragraph 20. Zenway may pay the lump sum of \$45,000 in civil penalties within 30 days of the date the

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civil penalties in three monthly installments of \$15,000.002 each month (the "Payment Plan Option"). Under the Payment Plan Option, Zenway must pay the first installment on the 15th calendar day of the month3 following the CCB meeting at which this Stipulation and Order is approved and then, thereafter, on the 15th day of each month for the next two months. For example, if this Stipulation and Order is approved at the June 22, 2021, CCB meeting, the payment of \$15,000 each month would be due as follows: 1st Installment

CCB approves this Stipulation and Order. In the alternative, Zenway may select to pay the

Thursday, July 15, 2021 2nd Installment Monday, August 16, 2021

Wednesday, September 15, 2021 Zenway may pay any installment prior to its due date.

- Penalties for Failure to Comply with Payment Plan Option. Zenway 20. acknowledges that it is critical to comply with the strict requirements of the Payment Plan Option. Zenway agrees that, should it fail to timely make any installment payment the following penalties and procedures will be in effect:
 - a. CCB will allow a five-business day grace period for late payment.

3rd Installment

b. If payment is not physically received by CCB at its Carson City office by 5:00 p.m., Pacific Time, on the last day of the grace period, Zenway shall be deemed in default and deemed to have admitted all allegations in the CCB Complaint in Case No. 2021-34 and shall pay all penalties and receive all discipline set forth under the "Relief Requested" section of the Complaint, inclusive of revocation of certificate C140 and license RC140 and civil penalties and costs totaling \$295,000. The CCB will enter an order of default to this effect after default and all amounts due

² Said monthly payments shall be attributed \$7,500 to C140 and \$7,500 to RC140.

³ Payment must be physically received at the CCB's Carson City office no later than 5:00 p.m., Pacific Time, on the 15th day of the month on which it is due. If the 15th 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.

⁴ As set forth in footnote 3, above, if the 15th 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.

under this subsection shall be immediately due and payable to CCB. Zenway 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 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. Zenway may petition the CCB for an extension of 30-days to pay any of the installments set forth in Paragraph 19. However, for the CCB to consider any such petition, the CCB must receive said petition no later than 5 business days prior to the installment deadline (which does not include any grace period). The CCB is not required to grant such a petition. In such a petition, Zenway must demonstrate to the satisfaction of CCB that there are extraordinary and unusual circumstances necessitating the extension requested. 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 20(c), there shall be no grace period on the new payment date or dates. If Zenway does not pay by the new payment date or dates, the provisions and penalties of Paragraph 20(b) apply.
- 21. <u>Plans of Correction</u>. Respondent represents and warrants that it has retained regulatory compliance counsel and submitted a Management Agreement for approval to the Cannabis Compliance Board. Respondent initially put in place a plan of correction that was approved by CCB staff. It has now also submitted an amended plan of correction⁵. These plans of correction, in addition to the Management Agreement awaiting approval from CCB staff, will remedy and prevent the recurrence of the violations set forth in this

⁵ CCB Staff has approved the amended plan of correction, with the exception that the Management Agreement must be separately approved at a subsequent CCB meeting.

Stipulation and Order. In summary, the plans of correction include the following: (1) Zenway has retained regulatory counsel to assist with compliance going forward; (2) The previous manager has been removed; (3) Zenway has submitted a Management Agreement for CCB staff approval; (4) Zenway has implemented an agent card renewal schedule and tracking system; (5) Zenway management will ensure R&D pre-approval is obtained from CCB before and research and development studies are conducted; (6) Employees no longer have access to Suite J. Suite J has now been re-keyed with access to only management and has now been completely cleaned out. Suite J is no longer used for storage and a security camera was added to the interior of Suite J, with an exterior camera to be installed; and (7) Zenway's employees have been counseled on the requirement to report all security disruptions to CCB. Respondent 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.

- 22. Contingency if Approval Denied. If approval of this Stipulation and Order is denied by CCB, Zenway 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 its next regularly scheduled meeting. If such an agreement cannot be reached, the Parties agree to proceed with the Administrative Action, which shall include a disciplinary hearing before the CCB or its assigned hearing officer. Zenway shall file its answer to the Complaint no later than July 18, 2021. 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 Zenway preserves all its defenses and arguments 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. 2021-34 or any other matter involving the CCB.
- 23. <u>Contingency if Approval Conditioned</u>. 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 Zenway 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, which shall include a disciplinary hearing before the CCB or its assigned hearing officer. Zenway shall file its answer to the Complaint no later than July 18, 2021. 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 Zenway preserves all its defenses and arguments asserted 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. 2021-34 or any other matter.

- 24. <u>Closure of Disciplinary Action</u>. Once this Stipulation and Order is fully performed by Zenway, the Administrative Action will be closed.
- 25. Communications with CCB Members. Zenway understands that this Stipulation and Order will be presented to the CCB in open session at a duly noticed and scheduled CCB meeting. Zenway 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. Zenway acknowledges that such communications may be made or conducted ex parte, without notice or opportunity for Zenway 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

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these matters. Zenway agrees that it has no objections to such ex parte communications. CCB agrees that Zenway 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 Zenway and/or the Attorney General's staff attorneys. Zenway agrees that, should the CCB decline to approve this Stipulation and Order, Zenway will not contest or otherwise object to any CCB member, and/or CCB appointed hearing officer, hearing and adjudicating the Administrative Action based on the aforementioned ex parte communications with anyone from the Nevada Attorney General's Office.

- 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 its Complaint, the matters set forth in this Stipulation and Order, or the administration of CCB Case No. 2021-34.
- No Precedence. The Parties agree 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. Furthermore, 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

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

- Attorneys' Fees and Costs. The Parties each agree to bear their own attorneys' fees and costs.
- 29. <u>Further Assurances</u>. 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.
- 30. <u>Voluntary and Informed Agreement</u>. The Respondent represents that its owners, officers, and/or its directors, who are responsible for and able to legally bind Zenway 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

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27 28 represented by counsel of their own choice in this matter and have been advised by counsel accordingly.

- Warranties of Authority. The Parties to this Stipulation and Order, and each 31. 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 also expressly acknowledge the foregoing authority.
- Binding Effect. This Stipulation and Order shall be binding upon and inure 32. to the benefit of the Parties hereto and the Parties' respective successors, predecessors, parents, affiliates, shareholders, employees, heirs, executors, assigns, and administrators.
- Construction. The headings of all Sections and Paragraphs of this Stipulation 33. 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.
- This Stipulation and Order shall be governed by and 34. Governing Law. construed in accordance with the laws of the State of Nevada, without reference to conflict of law principles.
- Jurisdiction and Forum Selection. The Parties consent to the jurisdiction of 35. 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.
- Interpretation. This Stipulation and Order is the result of negotiations among 36. 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.

- Time is of the Essence. Time is of the essence in the performance of all terms 37. of this Stipulation and Order.
- 38. Severability. 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.
- Counterparts and Copies. This Stipulation and Order may be executed in 39. 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.

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

Derek Connor (Nev. Bar No. 12194) Counsel for Respondent Zenway

Date: // 2021

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7 8 9 10	L. Kristopher Rath (Nev. Bar No. 6749) Ashley Balducci (Nev. Bar No. 12687) Senior Deputy Attorney General Counsel for Cannabia Compliance Board	Date:		
12 13 14	Tyler Klimas, Executive Director for the Cannabis Compliance Board	Datek		
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	WHEREAS, on 22th day of June, 2	PERSONAL PLOP SERVICE AND RESERVE		10000000000000000000000000000000000000
8	approved and adopted all the terms and co	nditions su	at forth in the Stipulation and C	rder
0	for Settlement of Disciplinary Action with	Zenway.		
1	IP IS SO ORDERED.			
2	SIGNED AND EFFECTIVE this	day of		
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4	Date:			
5	(printed name), On behalf of Respondent Zenway			
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8	210 Rept Date: 6/14/2021			
9	L. Kristopher Rath (Nev. Bar No. 5749) Ashley Balducci (Nev. Bar No. 12687)			
10	Senior Deputy Attorney General			
11	Counsel for Cannabis Compliance Board			
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13	1/1. Date: 6/21/21			
14	Tyler Klimas, Executive Director for the Cannabis Compliance Board			
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16	<u>ORDER</u>			
17	WHEREAS, on 22th day of June, 2021, the Nevada Cannabis Compliance Boar			
18	approved and adopted all the terms and conditions set forth in the Stipulation and Order for Settlement of Disciplinary Action with Zenway. IT IS SO ORDERED. SIGNED AND EFFECTIVE this ZZ day of			
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23	STATE OF NEVADA,			
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27	/ HON. MICHAEL L. DOUGLAS, CHAIR			
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