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

STATE OF NEVADA, CANNABIS
COMPLIANCE BOARD,

Petitioner,

vs.

NEVADA ORGANIC REMEDIES,
LLC,

Respondent.

Case No. 2022-62

**AMENDED 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 Amended Stipulation and Order for Settlement of Disciplinary Action ("Amended Stipulation and Order") with Respondent Nevada Organic Remedies, LLC (hereinafter "NOR" or "Respondent"), by and through its counsel of record, Amanda Connor, Esq., of the Law Offices of Connor & Connor, PLLC. Pursuant to this Amended Stipulation and Order, NOR and the CCB (collectively, the "Parties") hereby stipulate and agree that CCB Case No. 2022-62 (the "Administrative Action") shall be fully and finally settled and resolved upon the terms and conditions set forth herein.

The Parties hereby stipulate and agree as follows:

1. Prior to the Board's regularly scheduled meeting of January 25, 2022, the Parties and their counsel executed a Stipulation and Order for Settlement of Disciplinary Action ("Stipulation and Order"), which is attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein. The CCB considered approval of the Stipulation and Order at its public meeting on January 25, 2022.

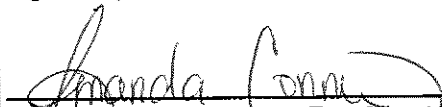
1 2. At its January 25, 2022, meeting the CCB unanimously approved the
2 Stipulation and Order, subject to a reduction in the stated civil penalty from \$62,500 to the
3 amount of \$45,000. NOR agrees to this condition. The Parties agree that this Amended
4 Stipulation and Order accurately reflects the decision of the Board on January 25, 2022,
5 and is executed pursuant to Paragraph 21 of the Stipulation and Order.

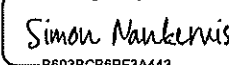
6 3. Therefore, the Parties agree that the terms and conditions of the Stipulation
7 and Order are still valid and apply to the Parties, with the following exception: in
8 Paragraphs 5, 13, and 17, the amount of \$45,000 is substituted in place and stead of the
9 amount of \$62,500.

10 4. Pursuant to Paragraph 18, n. 2, of the Stipulation and Order, NOR must still
11 pay the new civil penalty of \$45,000 no later than 5:00 p.m. on Thursday, February 24,
12 2022. Said payment must be received at the CCB's Carson City office no later than that
13 time and date.

14 5. The Parties understand and agree that all other provisions of the Stipulation
15 and Order remain in full force and effect except as otherwise modified and stated in this
16 Amended Stipulation and Order.

17 IN WITNESS WHEREOF, this Amended Stipulation and Order has been executed
18 by the Parties and attested by their duly authorized representatives as of the date(s) so
19 indicated. The Effective Date of this Amended Stipulation and Order shall be the date it is
20 signed by the CCB's Chair, pursuant to Paragraph 21 of the Stipulation and Order.

21
22  _____ Date: 1/29/2022
23 Amanda Connor (Nev. Bar No. 12193)
24 Counsel for Respondent NOR

25 DocuSigned by:
26  _____ Date: 1/29/2022
27 B603BC86BE3A443
28 Printed name: Simon Nankervis
 Title: CEO
 On behalf of Respondent NOR

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LKR

Date: 1/26/2022

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

ORDER

WHEREAS, on 25th day of January, 2022, the Cannabis Compliance Board voted 5-0 to approve and adopt all the terms and conditions set forth in the Stipulation and Order with the modifications in the foregoing Amended Stipulation and Order.

IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 1st day of February, 2022.

**STATE OF NEVADA,
CANNABIS COMPLIANCE BOARD**

By: *Michael Douglas*
HON. MICHAEL L. DOUGLAS, CHAIR

EXHIBIT 1

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

STATE OF NEVADA, CANNABIS
COMPLIANCE BOARD,

Case No. 2022-62

Petitioner,

vs.

NEVADA ORGANIC REMEDIES,
LLC,

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 Nevada Organic Remedies, LLC (hereinafter "NOR" or "Respondent"), by and through its counsel of record, Amanda Connor, Esq., of the Law Offices of Connor & Connor, PLLC. Pursuant to this Stipulation and Order, NOR and CCB (collectively, the "Parties") hereby stipulate and agree that CCB Case No. 2022-62 (the "Administrative Action") shall be fully and finally settled and resolved upon terms and conditions set out herein.

PERTINENT FACTS

1. Respondent is domestic limited liability company registered in the State of Nevada and licensed to operate an adult-use cannabis retail store with license No. RD152¹.
2. On or about May 10, 2021, NOR self-reported an incident to CCB staff. Specifically, NOR reported that, on or about May 7, 2021, one its employees inadvertently completed an adult-use cannabis sale that exceeded the single sale transaction limit. NOR

¹ NOR also holds a medical cannabis dispensary license, No. D152. However, license No. D152 is not at issue in the Administrative Action or this Stipulation and Order.

1 further reported that, once it discovered this issue, it performed its own internal
2 investigation and concluded that its sales system's transaction limit safeguard had
3 inadvertently been placed in the "off" position for single sales when the subject transaction
4 took place. NOR also reported that it had undertaken employee training and counseling to
5 prevent a recurrence of this issue, including stressing that employees cannot entirely rely
6 on electronic safeguards to ensure transaction limits are not exceeded.

7 3. After receiving the aforementioned self-report, CCB staff commenced an
8 investigation, which confirmed the facts set forth in Paragraph 2, above.

9 4. Thereafter, CCB staff, working with the Attorney General's Office, entered
10 into good faith settlement negotiations with NOR, through its counsel, to attempt to resolve
11 the violation at issue. The Parties were able to come to a mutually acceptable resolution of
12 this matter which is acceptable to CCB staff and the Attorney General, without the
13 necessity of filing a Complaint for Disciplinary Action. NOR has agreed to waive the filing
14 and service of a CCB Complaint and the Parties understand and agree that this Stipulation
15 and Order must be approved by majority vote of the members of the CCB to become
16 effective.

17 5. As set forth herein, Respondent stipulates to pay a \$62,500 civil penalty for
18 one violation of NCCR 4.050(1)(a)(16) for exceeding the maximum serving requirements for
19 cannabis products, in lieu of the CCB filing and serving a Complaint for Disciplinary Action
20 ("Complaint") and proceeding to a disciplinary hearing.

21 **ACKNOWLEDGEMENTS AND APPLICABLE LAW**

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

24 6. NOR has entered into this Stipulation and Order on its own behalf and with
25 full authority to resolve the claims against it and is aware of NOR's rights to contest the
26 violations pending against it. These rights include the filing and service of a disciplinary
27 complaint specifying the charges against Respondent, representation by an attorney at
28 NOR's own expense, the right to a hearing on any violations or allegations formally filed,

1 the right to confront and cross-examine witnesses called to testify against NOR, the right
2 to present evidence on NOR's own behalf, the right to have witnesses testify on NOR's
3 behalf, the right to obtain any other type of formal judicial review of this matter, and any
4 other rights which may be accorded to NOR pursuant to provisions of NRS Chapters 678A
5 through 678D, the Nevada Cannabis Compliance Regulations (NCCR), and any other
6 provisions of Nevada law. NOR is waiving all these rights by entering into this Stipulation
7 and Order. If the CCB rejects this Stipulation and Order, or any portion thereof, NOR
8 reserves the right to withdraw any or all such waivers and CCB reserves its right to file a
9 disciplinary complaint alleging any regulatory and/or statutory violations from the facts
10 arising under Paragraph 2, above.

11 7. Should this Stipulation and Order be rejected by the CCB or not timely
12 performed by NOR, it is agreed that presentation to and consideration by the CCB of such
13 proposed stipulation or other documents or matters pertaining to the consideration of this
14 Stipulation and Order shall not unfairly or illegally prejudice the CCB or any of its
15 members from further participation, consideration, adjudication, and/or resolution of these
16 proceedings and that no CCB member shall be disqualified or challenged for bias.

17 8. NOR acknowledges that this Stipulation and Order shall only become effective
18 after the CCB has approved it.

19 9. NOR enters this Stipulation and Order after being fully advised of NOR's
20 rights and as to the consequences of this Stipulation and Order. This Stipulation and Order
21 embodies the entire agreement reached between the CCB and NOR. It may not be altered,
22 amended, or modified without the express written consent of the Parties and all alterations,
23 amendments and/or modifications must be in writing.

24 10. In an effort to avoid the cost and uncertainty of a disciplinary hearing, NOR
25 has agreed to settle this matter. For purposes of settling this matter, NOR acknowledges
26 that the facts contained in the paragraphs in the above "Pertinent Facts" portion of this
27 Stipulation and Order are true and correct. Without waiving any constitutional rights
28 against self-incrimination, NOR further acknowledges that, if the CCB filed and served a

1 Complaint and the matter proceeded to an administrative hearing, the "Pertinent facts"
2 could be found to constitute violations of Title 56 of NRS (NRS Chapters 678A through
3 678D), and the NCCR, with penalties up to and including suspension and/or civil penalties
4 of up to \$75,000 for RD152.

5 11. In settling this matter the Executive Director for CCB and counsel for CCB
6 have considered the factors set forth in NCCR 4.030(2), including: the gravity of the
7 violations; the economic benefit or savings, if any, resulting from the violations; the size of
8 the business of the violator; the history of compliance with the NCCR and Title 56 of NRS
9 by the violator; actions taken to remedy and/or correct the violations; and the effect of the
10 penalty on the ability of the violator to continue in business. Mitigating factors in this case
11 include that fact that NOR self-reported the events at issue, swiftly took remedial action to
12 ensure such violations would not occur in the future and negotiated in good faith to resolve
13 the matter without the need for the filing and service of a Complaint.

14 12. To resolve the Administrative Action, and only for those purposes and no
15 other, NOR specifically admits to the following violation with respect to CCB Case No.
16 2022-62 for license RD152:

17 a. One violation of NCCR 4.050(1)(a)(16), for exceeding the maximum
18 serving requirements for cannabis products, which constitutes one
19 Category III violation.

20 13. With respect to RD152, NOR further agrees to pay a civil penalty in the
21 amount of \$62,500 in consideration for its admitted violations in Paragraph 12, above, and
22 in consideration for the CCB's agreement to resolve the Administrative Action on the terms
23 set forth herein.

24 14. If the CCB approves this Stipulation and Order, it shall be deemed and
25 considered disciplinary action by the CCB against NOR.

26 15. Both parties acknowledge that the CCB has jurisdiction to consider and order
27 this Stipulation and Order because NOR holds privileged licenses/certificates regulated by
28 the CCB as of July 1, 2020. NOR expressly, knowingly, and intentionally waives the 21-

1 day and/or 5-day notice requirements contained in the Nevada Open Meeting Law and
2 acknowledges that this Stipulation and Order may be presented to the CCB for its
3 consideration and potential ratification at the CCB's meeting on January 25, 2022.

4 **STIPULATED ADJUDICATION**

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

8 16. Violations: As to license RD152, NOR is found to have committed one Category
9 III violation, as set forth in Paragraph 12, above.

10 17. Imposition of Civil Penalties. NOR shall pay a total civil penalty in the
11 amount of sixty-two thousand and five hundred dollars (\$62,500) within the time set forth
12 in Paragraph 18 below, to be apportioned fully to RD152.

13 18. Payment of Civil Penalties. NOR must pay the civil penalty set forth in this
14 agreement within 30 days of the date the CCB approves this Stipulation and Order². NOR
15 acknowledges that it is critical to comply with the strict requirements of the deadline for
16 payment. NOR agrees that, should it fail to timely make timely payment of the civil
17 penalty, the following penalties and procedures will be in effect:

- 18 a. CCB will allow a five-business day grace period for late payment³.
- 19 b. If payment is not physically received by CCB at its Carson City office by 5:00
20 p.m., Pacific Time, on the last day of the grace period, NOR shall be deemed
21 to be in breach of this Stipulation and Order, deemed to be in default, and
22 shall pay all amounts due under this Stipulation and Order, as well as an
23 additional late payment penalty of fifty thousand dollars (\$50,000), and shall
24 have its license RD152 immediately suspended, with such suspension

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26 ² Should the CCB approve this Stipulation and Order at its January 25, 2022, meeting, payment would be
27 due on Thursday, February 24, 2022, and must be received on that day by 5:00 p.m. at the CCB's Carson City
office.

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

1 remaining in place until all amounts due under this Stipulation and Order are
2 paid in full (inclusive of the \$50,000 late payment penalty). The CCB will
3 enter an order of default to this effect after default and all amounts due under
4 this subsection shall be immediately due and payable to CCB. If all amounts
5 due under this section are not paid within 90 days after the date of the order
6 of default, license RD152 shall be deemed voluntarily surrendered. NOR
7 agrees it cannot and will not file any petition for judicial review and/or any
8 action in any forum for relief from this order of default and that CCB may file
9 any judicial action necessary to recover the amounts owed under this
10 subsection, along with its attorneys' fees and costs for recovery of amounts
11 owed.

12 c. NOR may petition the CCB for an extension of the 30-days to pay the civil
13 penalty. However, for the CCB to consider any such petition, the CCB must
14 receive said petition no later than 5 business days prior to the payment
15 deadline (which does not include any grace period). The CCB is not required
16 to grant such a petition. In such a petition, NOR must demonstrate to the
17 satisfaction of CCB that there are extraordinary and unusual circumstances
18 necessitating the extension requested. CCB may delegate the decision as to
19 whether to grant such a petition to the CCB Chair.

20 d. If an extension is granted under Paragraph 18(c), there shall be no grace
21 period on the new payment date. If NOR does not pay by the new payment
22 date, the provisions and penalties of Paragraph 18(b) apply.

23 19. Plan of Correction. Respondent represents and warrants that it submitted an
24 incident report to the CCB which identified certain safeguards that are intended to remedy
25 and prevent the recurrence of the violations set forth in this Stipulation and Order. In
26 summary, the incident report discussed determining the source of the inadvertent mistake
27 and the undertaking of training which emphasized that employees should not rely heavily
28 on electronic safeguards to prevent the exceeding of transaction limits. More specifically,

1 NOR has multiple THC milligram safeguards in place in its electronic sales system with
2 respect to daily and singular transactions. The dispensary will sometimes use anonymous
3 guest accounts which require a manager to override daily transaction limit warnings in the
4 system. In this case, while toggling the daily transaction limit safeguard "off", the
5 responsible manager inadvertently toggled the single transaction limit "off", which allowed
6 the subject transaction to proceed. After discovery of this issue, NOR toggled the single
7 transaction limit back to the "on" position. Additionally, NOR counseled its employees on
8 the importance of complying with all sales transaction limits and cautioned them not to
9 rely so heavily on the electronic safeguards. NOR also specifically counseled its managers,
10 who are the only agents permitted to manipulate the safeguards, on the importance of
11 complying with all transaction limits and to carefully verify the "on" and "off" status of the
12 safeguards when making system adjustments. Respondent further represents and
13 warrants that it is now, as of the date it has executed this Stipulation and Order, operating
14 in full compliance with NRS Title 56 and NCCR.

15 20. Contingency if Approval Denied. If approval of this Stipulation and Order is
16 denied by CCB, NOR and counsel for the CCB agree to resume settlement negotiations in
17 good faith and attempt to reach an agreement to amend this Stipulation and Order and
18 resubmit an amended stipulation and order to the CCB to review for approval at a
19 subsequent regularly scheduled meeting. If such an agreement cannot be reached, the
20 Parties agree to proceed with the Administrative Action, which shall include the filing and
21 service of a disciplinary complaint and a disciplinary hearing before the CCB or its assigned
22 hearing officer. Should the Administrative Action proceed for the reasons set forth in this
23 Paragraph, CCB preserves all its claims and arguments in the Administrative Action as
24 set forth in its Complaint⁴ (to be filed) and NOR preserves all its defenses and arguments
25 it may assert. An unapproved Stipulation and Order shall not be admissible as evidence or
26 referenced in argument at any disciplinary hearing in CCB Case No. 2022-62 or any other

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28 ⁴ Should the CCB reject this Stipulation and Order and/or any amended stipulation and order, nothing shall preclude CCB from asserting different violations involving higher or different Categories arising from the facts set forth in Paragraph 2, above, in any such disciplinary Complaint.

1 matter involving the CCB.

2 21. Contingency if Approval Conditioned. If the CCB approves this Stipulation
3 and Order, but said approval is contingent on certain conditions, the parties will undertake
4 further good faith negotiations to include said conditions in an amended stipulation and
5 order for execution by the CCB Chair. If NOR does not agree to the certain conditions
6 imposed by the CCB, the parties will undertake additional negotiations and attempt to
7 reach an agreement to amend this Stipulation and Order and resubmit an amended
8 stipulation and order to the CCB to review for approval at a subsequent regularly scheduled
9 meeting. If such an agreement cannot be reached, the Parties agree to proceed with the
10 Administrative Action, which shall include the filing and service of a disciplinary complaint
11 and a disciplinary hearing before the CCB or its assigned hearing officer. Should the
12 Administrative Action proceed for the reasons set forth in this Paragraph, CCB preserves
13 all its claims and arguments in the Administrative Action as set forth in its Complaint⁵ (to
14 be filed) and NOR preserves all its defenses and arguments it may assert. An unapproved
15 Stipulation and Order shall not be admissible as evidence or referenced in argument at any
16 disciplinary hearing in CCB Case No. 2022-62 or any other matter.

17 22. Closure of Disciplinary Action. Once this Stipulation and Order is fully
18 performed by NOR, the Administrative Action will be closed with prejudice and no further
19 disciplinary action related to the subject incident of May 7, 2021, may be sought by the
20 CCB as to license RD152.

21 23. Communications with CCB Members. NOR understands that this Stipulation
22 and Order will be presented to the CCB in open session at a duly noticed and scheduled
23 CCB meeting. NOR understands that the CCB has the right to decide in its own discretion
24 whether or not to approve this Stipulation and Order. The CCB's counsel, which is the
25 Nevada Attorney General and its staff attorneys, will recommend approval of this
26 Stipulation and Order. In the course of seeking CCB acceptance of this Stipulation and

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28 ⁵ Should the CCB reject this Stipulation and Order and/or any amended stipulation and order, nothing shall preclude CCB from asserting different violations involving higher or different Categories arising from the facts set forth in Paragraph 2, above, in any such disciplinary Complaint.

1 Order, counsel for CCB may communicate directly with individual CCB members. NOR
2 acknowledges that such communications may be made or conducted *ex parte*, without notice
3 or opportunity for NOR to be heard on its part until the public CCB meeting where this
4 Stipulation and Order is discussed, and that such contacts and communications may
5 include, but may not be limited to, matters concerning this Stipulation and Order, the
6 Administrative Action, and any and all information of every nature whatsoever related to
7 these matters. NOR agrees that it has no objections to such *ex parte* communications. CCB
8 agrees that NOR and/or its counsel may appear at the CCB meeting where this Stipulation
9 and Order is discussed and, if requested, respond to any questions that may be addressed
10 to NOR and/or the Attorney General's staff attorneys. NOR agrees that, should the CCB
11 decline to approve this Stipulation and Order, NOR will not contest or otherwise object to
12 any CCB member, and/or CCB appointed hearing officer, hearing and adjudicating the
13 Administrative Action based on the aforementioned *ex parte* communications with anyone
14 from the Nevada Attorney General's Office.

15 24. Release. In execution of this agreement, Respondent agrees that the State of
16 Nevada, the CCB, the Office of the Attorney General, and each of their members, staff,
17 attorneys, investigators, experts, hearing officers, consultants and agents are immune from
18 any liability for any decision or action taken in good faith in response to information and
19 data acquired by the CCB. Respondent agrees to release the State of Nevada, the CCB, the
20 Office of the Attorney General, and each of their members, staff, attorneys, investigators,
21 experts, hearing officers, consultants and agents from any and all manner of actions, causes
22 of action, suits, debts, judgments, executions, claims and demands whatsoever, known or
23 unknown, in law or equity, that Respondent ever had, now has, may have or claim to have
24 against any and/or all of the persons, government agencies or entities named in this
25 Paragraph, arising out of, or by reason of, CCB's investigation of the matters set forth in
26 its Complaint, the matters set forth in this Stipulation and Order, or the administration of
27 CCB Case No. 2022-62.

28 25. No Precedence. The Parties agree that this Stipulation and Order shall not

1 constitute a precedent for any other issues or proceedings before the CCB and/or in any
2 other forum, other than those set forth in this Stipulation and Order. Furthermore, this
3 Stipulation and Order shall not be admissible in any other proceeding or action with respect
4 to proof of fact or any other matter and/or any other licensee and/or cannabis establishment
5 registered agent, except proceedings brought to enforce this Stipulation and Order under
6 its terms and/or for the CCB's consideration of future disciplinary action against this
7 Respondent.

8 The CCB may consider the discipline imposed herein in any future disciplinary
9 action against Respondent, as required under NCCR 4.030(2), along with the other factors
10 set forth in NCCR 4.030(2), and possible progressive discipline pursuant to NCCR 4.035
11 through 4.060. As every case concerns different facts and details, this Stipulation does not
12 act as precedence, or persuasive authority, to bind CCB to impose any particular penalty,
13 to charge or allege any particular violation, and/or to impose any particular disciplinary
14 action in the future for this Respondent, or any other respondent, for violations of the same
15 statutes and/or regulations addressed in this Stipulation and Order. Likewise, CCB is not
16 bound by any previous settlement agreements it has approved in entering into this
17 Stipulation and Order.

18 26. Attorneys' Fees and Costs. The Parties each agree to bear their own attorneys'
19 fees and costs.

20 27. Further Assurances. The Parties shall cooperate in executing such additional
21 documents and performing such further acts as may be reasonably necessary to give effect
22 to the purposes and provisions of this Stipulation and Order.

23 28. Voluntary and Informed Agreement. The Respondent represents that its
24 owners, officers, and/or its directors, who are responsible for and able to legally bind NOR
25 have read completely and understand fully the terms of this Stipulation and Order, that
26 such terms are fully understood and voluntarily accepted by Respondent in advance of and
27 as memorialized by the signing of this Stipulation and Order, and that the Respondent's
28 signature to this Stipulation and Order indicates same. Respondent further represents that

1 it has voluntarily entered into this Stipulation and Order to make a full, final, and complete
2 compromise upon the terms and conditions set forth herein. Respondent further represents
3 that any releases, waivers, discharges, covenants, and agreements provided for in this
4 Stipulation and Order have been knowingly and voluntarily granted and without any
5 duress or undue influence of any nature from any person or entity. The Parties, and each
6 of them, hereby expressly acknowledge that they are each represented by counsel of their
7 own choice in this matter and have been advised by counsel accordingly.

8 29. Warranties of Authority. The Parties to this Stipulation and Order, and each
9 of them, expressly warrant and represent to all other Parties that each has the full right,
10 title, and authority to enter into and to carry out its obligations hereunder, with the sole
11 exception of the required approval of this Stipulation and Order by the CCB. The Parties
12 also expressly acknowledge the foregoing authority.

13 30. Binding Effect. This Stipulation and Order shall be binding upon and inure
14 to the benefit of the Parties hereto and the Parties' respective successors, predecessors,
15 parents, affiliates, shareholders, employees, heirs, executors, assigns, and administrators.

16 31. Construction. The headings of all Sections and Paragraphs of this Stipulation
17 and Order are inserted solely for the convenience of reference and are not a part of the
18 Stipulation and Order and are not intended to govern, limit, or aid in the construction or
19 interpretation of any term or provision of this Stipulation and Order. In the event of a
20 conflict between such caption and the paragraph at the head of which it appears, the
21 paragraph and not such caption shall govern in the construction of this Stipulation and
22 Order.

23 32. Governing Law. This Stipulation and Order shall be governed by and
24 construed in accordance with the laws of the State of Nevada, without reference to conflict
25 of law principles.

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

1 successful or prevailing Party or Parties in such action shall be entitled to recover
2 reasonable attorney fees, costs, and expenses actually incurred in initiating or responding
3 to such proceeding, in addition to any other relief to which it may be entitled.

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

9 35. Time is of the Essence. Time is of the essence in the performance of all terms
10 of this Stipulation and Order.

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

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

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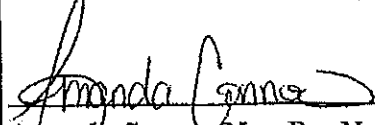
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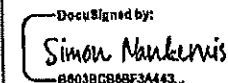
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IN WITNESS WHEREOF, this Stipulation and Order has been executed by the Parties and attested by their duly authorized representatives as of the date(s) so indicated. The Effective Date of this Stipulation and Order shall be the date it is ordered by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

 Date: 1/21/2022
Amanda Connor (Nev. Bar No. 12193)
Counsel for Respondent NOR

DocuSigned by:
 Date: 1/21/2022
Simon Nankervis
Printed name: Simon Nankervis
Title: CEO
On behalf of Respondent NOR

 Date: 1/21/2022
L. Kristopher Rath (Nev. Bar No. 5749)
Ashley Balducci (Nev. Bar No. 12687)
Senior Deputy Attorney General
Counsel for Cannabis Compliance Board

ORDER

WHEREAS, on 25th day of January, 2022, 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 NOR.

IT IS SO ORDERED.

SIGNED AND EFFECTIVE this ___ day of _____, 2021.

STATE OF NEVADA,
CANNABIS COMPLIANCE BOARD

By: _____
HON. MICHAEL L. DOUGLAS, CHAIR