# BEFORE THE CANNABIS COMPLIANCE BOARD STATE OF NEVADA

STATE OF NEVADA, CANNABIS COMPLIANCE BOARD,

GB SCIENCES NEVADA, LLC,

Respondent.

Case No. 2022-76

Petitioner,

vs

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#### 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 GB Sciences Nevada, LLC (hereinafter "GBSNV" or "Respondent"), by and through its counsel of record, Adam Fulton, Esq. Pursuant to this Stipulation and Order, GBSNV and CCB (collectively, the "Parties") hereby stipulate and agree that CCB Case No. 2022-76 (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 a medical cannabis cultivation facility with license No. C019 and an adult-use cannabis cultivation facility with license No. RC019. The Nevada Secretary of State currently lists GB Sciences, Inc., as the Managing Member of this limited liability company. However, as discussed below, with CCB's approval of a transfer of interest request, GBSNV is now owned by AJE Management, LLC.
- 2. On December 14, 2021, CCB held a public meeting at which it considered a transfer of interest application ("TOI") submitted by Respondent. Specifically, CCB

- 3. On presentation of TOI No. 21062 to the CCB at its December 14, 2021, meeting, CCB staff identified several areas of concern, including the fact that there were multiple failures to timely file wholesale cannabis tax returns over several years, as well as multiple failures to pay wholesale cannabis tax when due over the course of several years.
- 4. At the CCB's meeting on December 14, 2021, the CCB unanimously approved TOI No. 21062 and also referred the issue of the late tax returns and payments back to the CCB staff and the Attorney General's office to further investigate possible disciplinary action, as well as the potential for a settlement agreement to resolve regulatory violations.
- 5. Subsequently, CCB staff, working with the Attorney General's Office, entered into good faith settlement negotiations with GBSNV, though its counsel, Adam Fulton, Esq., to attempt to resolve the violations at issue. The Parties were able to come to a mutually acceptable resolution of this matter which is acceptable to CCB staff and the Attorney General, without the necessity of filing a Complaint for Disciplinary Action. GBSNV has agreed to waive the filing and service of a CCB Complaint and the Parties understand and agree that this Stipulation and Order must be approved by majority vote of the members of the CCB to become effective.
- 6. As set forth herein, Respondent stipulates to pay a total civil penalty of \$47,500. More specifically, Respondent will: (1) Pay \$40,000 for two violations of NCCR 4.050(1)(a)(9) for unintentionally failing to pay taxes to the Department of Taxation; (2) Pay \$7,500 for three violations of NCCR 4.060(1)(a)(1) for failing to submit monthly tax reports; and (3) Accept a warning from CCB pursuant to NCCR 4.060(2)(a)(1). Respondent stipulates to pay the foregoing civil penalties, and accept the warning, in lieu of the CCB filing and serving a Complaint for Disciplinary Action ("Complaint") and proceeding to a disciplinary hearing.

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#### ACKNOWLEDGEMENTS AND APPLICABLE LAW

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

- with full authority to resolve the claims against it and is aware of GBSNV's rights to contest the violations pending against it. These rights include the filing and service of a disciplinary complaint specifying the charges against Respondent, representation by an attorney at GBSNV'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 GBSNV, the right to present evidence on GBSNV's own behalf, the right to have witnesses testify on GBSNV'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 GBSNV pursuant to provisions of NRS Chapters 678A through 678D, the Nevada Cannabis Compliance Regulations (NCCR), and any other applicable provisions of Nevada law. GBSNV is waiving all these rights by entering into this Stipulation and Order. If the CCB rejects this Stipulation and Order, or any portion thereof, GBSNV reserves the right to withdraw any or all such waivers.
- 8. Should this Stipulation and Order be rejected by the CCB or not timely performed by GBSNV, 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, including, but not limited to, any order of default under this Stipulation and Order, and that no CCB member shall be disqualified or challenged for bias.
- 9. GBSNV acknowledges that this Stipulation and Order shall only become effective after the CCB has approved it.
  - 10. GBSNV enters this Stipulation and Order after being fully advised of

GBSNV'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 GBSNV. 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.

- 11. In an effort to avoid the cost and uncertainty of a disciplinary hearing, GBSNV has agreed to settle this matter. For purposes of settling this matter, GBSNV 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, GBSNV further acknowledges that, if the CCB filed and served a Complaint and the matter proceeded to an administrative hearing, the "Pertinent Facts" could be found to constitute multiple violations of Title 56 of NRS (NRS Chapters 678A through 678D), and the NCCR, with civil penalties of over \$300,000 and potential license revocation for C019 and RC019, if this matter went to an administrative hearing.
- 12. 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.
- 13. To resolve the Administrative Action, and only for those purposes and no other, GBSNV specifically admits to the following violations with respect to CCB Case No. 2022-76 for licenses C019 and RC019:
  - a. Two violations of NCCR 4.050(1)(a)(9) for unintentionally failing to pay taxes to the Department of Taxation, which constitutes two Category III violations; and
  - b. Three violations of NCCR 4.060(1)(a)(1) for failing to submit multiple monthly tax reports, which constitutes three Category V violations.
  - 14. With respect to C019 and RC019, GBSNV further agrees to pay a civil penalty

in the amount of \$47,5001 in consideration for its admitted violations in Paragraphs 13(a) and 13(b) and accept a formal CCB warning in consideration for its admitted first Category V violation in Paragraph 13(b), and in consideration for the CCB's agreement to resolve the Administrative Action on the terms set forth herein.

- 15. If the CCB approves this Stipulation and Order, it shall be deemed and considered disciplinary action by the CCB against GBSNV.
- 16. Both parties acknowledge that the CCB has jurisdiction to consider and order this Stipulation and Order because GBSNV holds privileged licenses regulated by the CCB as of July 1, 2020. GBSNV 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 March 22, 2022.

#### STIPULATED ADJUDICATION

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

- 17. <u>Violations</u>: As to licenses C019 and RC019, GBSNV is found to have committed two (2) Category III violations and three (3) Category V violations, as set forth in Paragraphs 13(a) and 13(b), above.
- 18. <u>Imposition of Civil Penalties</u>. GBSNV shall pay a total civil penalty in the amount of forty-seven thousand five hundred dollars (\$47,500) within the time set forth in Paragraphs 20 and 21 below, to be apportioned as set forth in Paragraph 14, above.
- 19. Formal Warning. In accordance with NCCR 4.060(2)(a)(1), the CCB hereby issues a formal warning to GBSNV, as to its first Category V violation in the immediately preceding 3 years: GBSNV shall timely submit monthly tax and sales reports, as well as payments. Failure to do so in the future will invoke additional progressive discipline and shall be considered an aggravating factor in considering the amount of civil penalties in

<sup>&</sup>lt;sup>1</sup> To be apportioned \$23,750 to C019 and \$23,750 to RC019.

any future disciplinary actions.

20. Payment of Civil Penalties. GBSNV must pay the total civil penalty set forth in this agreement within the time frames set forth in this Paragraph and Paragraph 21. GBSNV may pay the lump sum of \$47,500 in civil penalties within 30 days of the date the CCB approves this Stipulation and Order<sup>2</sup> (the "Lump Sum Payment Option"). In the alternative, GBSNV may select to pay the civil penalties in eight monthly installments of \$5,937.50<sup>3</sup> each month (the "Payment Plan Option"). Under the Payment Plan Option, GBSNV must pay the first installment on the 15th calendar day of the month<sup>4</sup> following the CCB meeting at which this Stipulation and Order is approved and then, thereafter, on the 15th day of each month<sup>5</sup> for the next seven months<sup>6</sup>. For example, if this Stipulation and Order is approved at the March 22, 2022, CCB meeting, the payment of \$5,937.50 each month would be due as follows (with each installment deadline listed):

Friday, April 15, 2022	1st Installment
Monday, May 16, 2022	$2^{nd}$ Installment
Wednesday, June 15, 2022	3 <sup>rd</sup> Installment
Friday, July15, 2022	4 <sup>th</sup> Installment
Monday, August 15, 2022	5 <sup>th</sup> Installment
Thursday, September 15, 2022	6th Installment
Monday, October 17, 2022	7th Installment
Tuesday, November 15, 2022	8 <sup>th</sup> Installment

GBSNV may pay any installment prior to its due date.

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<sup>&</sup>lt;sup>2</sup> Which would be Thursday, April 21, 2022, if the CCB approves this Stipulation and Order at its March 22, 2022, meeting.

<sup>25</sup> Said \$5,937.50 monthly payments shall be attributed as follows: \$2,968.75 to C019 and \$2,968.75 to RC019. However, Respondent may make one payment totaling \$5,937.50 each month.

<sup>&</sup>lt;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 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.

<sup>5</sup> As set forth in footnote 4, 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.

If GBSNV pays the first installment of the payment plan in full when due as set forth in this agreement, it will be deemed to have selected the Payment Plan Option for payment of its civil penalties.

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- 21. Penalties for Failure to Comply with Payment Deadlines. GBSNV acknowledges that it is critical to comply with the strict requirements of the deadlines for payment set forth in this agreement under the Lump Sum Payment Option? or the Payment Plan Option, whichever it should select. GBSNV agrees that, should it fail to timely make any installment payment under the Payment Plan Option (or fail to comply with the Lump Sum Payment Option), the following penalties and procedures will be in effect:
  - a. CCB will allow a five-business day grace period for late payment.
  - 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, GBSNV shall be deemed to be in breach of this Stipulation and Order, deemed to be in default, and shall pay all amounts due under this Stipulation and Order, as well as an additional late payment penalty of fiftythousand dollars (\$50,000), and shall have its licenses C019 and RC019 immediately suspended, with such suspension remaining in place until all amounts due under this Stipulation and Order are paid in full (inclusive of the \$50,000 late payment penalty). The CCB will enter an order of default to this effect after default and all amounts due under this subsection shall be immediately due and payable to CCB. If all amounts due under this section are not paid within 90 days after the date of the CCB's order of default, licenses C019 and RC019 shall be deemed voluntarily surrendered. GBSNV agrees it cannot and will not file any petition for judicial review and/or any action in any forum for relief from this order of default and that the CCB may file any judicial action necessary to recover the amounts owed under this subsection, along with its attorneys' fees and costs for recovery of amounts owed.

<sup>&</sup>lt;sup>7</sup> If GBSNV does not make any payment by the due date of the first installment of the Payment Plan Option (including a grace period, under Paragraph 21(a), if applicable), GBSNV will be deemed to have selected the Lump Sum Payment Option and the full amount of \$47,500 will be due within 30 days of the CCB's approval of this Stipulation and Order. If no such payment is made in full within that 30-day time period, then the penalty provisions of Paragraph 21(b) shall be triggered.

c. GBSNV may petition the CCB for an extension of 30-days to pay any of the installments set forth in Paragraph 20 (or the lump sum, under the Lump Sum Payment Option). 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 at issue (which does not include any grace period). The CCB is not required to grant such a petition. In such a petition, GBSNV must demonstrate to the satisfaction of CCB that there are extraordinary and unusual circumstances necessitating the extension requested and specify which the installment deadline or deadlines for which it is seeking an extension. 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 21(c), there shall be no grace period on the new payment date or dates. If GBSNV does not pay by the new payment date or dates, the provisions and penalties of Paragraph 21(b) apply.

22. Plan of Correction. Respondent represents and warrants that it has submitted a plan of correction, which CCB staff has approved, that will remedy and prevent the recurrence of the violations set forth in this Stipulation and Order. In summary, the plan of correction includes the following: GBSNV has instituted a standard operating procedure ("SOP") to ensure tax returns are timely submitted and payments are timely made. This SOP requires both the company accountant and general manager to set digital calendars with reminders alerting both individuals two weeks prior to the 15th day of each month to notify the company of tax reports and payments deadlines. A second reminder is set for the 13th day of each month. This SOP further requires the general manager confirm with the accountant to ensure the submission has occurred. This SOP emphasizes zero returns must still be filed, even if there were no transactions during the month. All returns and reports must be signed by the facility's point of contact. This SOP also sets forth the

- 23. Contingency if Approval Denied. If approval of this Stipulation and Order is denied by CCB, GBSNV and counsel for the CCB agree to resume settlement negotiations in good faith and attempt to reach an agreement to amend this Stipulation and Order and resubmit an amended Stipulation and Order to the CCB to review for approval at a subsequent regularly scheduled meeting. If such an agreement cannot be reached, the Parties agree to proceed with the Administrative Action, which shall include the filing and service of a disciplinary complaint and a disciplinary hearing before the CCB or its assigned hearing officer. 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 (to be filed) and GBSNV preserves all its defenses and arguments it may assert. An unapproved Stipulation and Order shall not be admissible as evidence or referenced in argument at any disciplinary hearing in CCB Case No. 2022-76 or any other matter involving the CCB.
- 24. Contingency if Approval Conditioned. If the CCB approves this Stipulation and Order, but said approval is contingent on certain conditions, the parties will undertake further good faith negotiations to include said conditions in an amended stipulation and order for execution by the CCB Chair. If GBSNV 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 a subsequent regularly scheduled meeting. If such an agreement cannot be reached, the Parties agree to proceed with the Administrative Action, which shall include the filing and service of a disciplinary complaint and a disciplinary hearing before the CCB or its assigned hearing officer. 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 (to be filed) and GBSNV preserves all its defenses and arguments it may assert. An unapproved Stipulation and Order shall not be admissible as evidence or referenced in

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- 25. <u>Closure of Disciplinary Action</u>. Once this Stipulation and Order is fully performed by GBSNV, the Administrative Action will be closed.
- Communications with CCB Members. GBSNV understands that this 26. Stipulation and Order will be presented to the CCB in open session at a duly noticed and scheduled CCB meeting. GBSNV 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. GBSNV acknowledges that such communications may be made or conducted ex parte, without notice or opportunity for GBSNV to be heard on its part until the public CCB meeting where this Stipulation and Order is discussed, and that such contacts and communications may include, but may not be limited to, matters concerning this Stipulation and Order, the Administrative Action, and any and all information of every nature whatsoever related to these matters. GBSNV agrees that it has no objections to such ex parte communications. CCB agrees that GBSNV 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 GBSNV and/or the Attorney General's staff attorneys. GBSNV agrees that, should the CCB decline to approve this Stipulation and Order, GBSNV 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.
- 27. Release. In execution of this agreement, Respondent agrees that the State of Nevada, the CCB, the Office of the Attorney General, and each of their members, staff, attorneys, investigators, experts, hearing officers, consultants and agents are immune from any liability for any decision or action taken in good faith in response to information and data acquired by the CCB. Respondent agrees to release the State of Nevada, the CCB, the

 Office of the Attorney General, and each of their members, staff, attorneys, investigators, experts, hearing officers, consultants and agents from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known or unknown, in law or equity, that Respondent ever had, now has, may have or claim to have against any and/or all of the persons, government agencies or entities named in this Paragraph, arising out of, or by reason of, CCB's investigation of the matters set forth in its Complaint, the matters set forth in this Stipulation and Order, or the administration of CCB Case No. 2022-76.

28. 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 Respondent.

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

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

- 30. <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.
- 31. Voluntary and Informed Agreement. The Respondent represents that its owners, officers, managers, and/or its directors, who are responsible for and able to legally bind GBSNV have read completely and understand fully the terms of this Stipulation and Order, that such terms are fully understood and voluntarily accepted by Respondent in advance of and as memorialized by the signing of this Stipulation and Order, and that the Respondent's signature to this Stipulation and Order indicates same. Respondent further represents that it has voluntarily entered into this Stipulation and Order to make a full, final, and complete compromise upon the terms and conditions set forth herein. Respondent further represents that any releases, waivers, discharges, covenants, and agreements provided for in this Stipulation and Order have been knowingly and voluntarily granted and without any duress or undue influence of any nature from any person or entity. The Parties, and each of them, hereby expressly acknowledge that they are each represented by counsel of their own choice in this matter and have been advised by counsel accordingly.
- 32. Warranties of Authority. The Parties to this Stipulation and Order, and each of them, expressly warrant and represent to all other Parties that each has the full right, title, and authority to enter into and to carry out its obligations hereunder, with the sole exception of the required approval of this Stipulation and Order by the CCB. The Parties also expressly acknowledge the foregoing authority.
- 33. <u>Binding Effect</u>. This Stipulation and Order shall be binding upon and inure to the benefit of the Parties hereto and the Parties' respective successors, predecessors, parents, affiliates, shareholders, employees, heirs, executors, assigns, and administrators.
- 34. <u>Construction</u>. The headings of all Sections and Paragraphs of this Stipulation and Order are inserted solely for the convenience of reference and are not a part of the Stipulation and Order and are not intended to govern, limit, or aid in the construction or

 interpretation of any term or provision of this Stipulation and Order. In the event of a conflict between such caption and the paragraph at the head of which it appears, the paragraph and not such caption shall govern in the construction of this Stipulation and Order.

- 35. Governing Law. This Stipulation and Order shall be governed by and construed in accordance with the laws of the State of Nevada, without reference to conflict of law principles.
- 36. <u>Jurisdiction and Forum Selection</u>. The Parties consent to the jurisdiction of the Eighth Judicial District Court of the State of Nevada, in and for Clark County, to resolve any disputes related to the terms or enforcement of this Stipulation and Order. The successful or prevailing Party or Parties in such action shall be entitled to recover reasonable attorney fees, costs, and expenses actually incurred in initiating or responding to such proceeding, in addition to any other relief to which it may be entitled.
- 37. <u>Interpretation</u>. This Stipulation and Order is the result of negotiations among the Parties who have each negotiated and reviewed its terms. In the event a Court ever construes this Agreement, the Parties expressly agree, consent, and assent that such Court shall not construe this Agreement or any provision hereof against any Party as its drafter for purposes of interpreting any ambiguity or uncertainty in this Stipulation and Order.
- 38. <u>Time is of the Essence</u>. Time is of the essence in the performance of all terms of this Stipulation and Order.
- 39. <u>Severability</u>. If any portion of this Stipulation and Order, or its application thereof to any person or circumstance, shall be deemed to any extent to be invalid, illegal, or unenforceable as a matter of law, all remaining clauses of this Stipulation and Order and its application thereof shall be not affected and shall remain enforceable to the fullest extent permitted by law.
- 40. <u>Counterparts and Copies</u>. This Stipulation and Order may be executed in counterparts, each of which when so executed and upon delivery to counsel of record for the Parties, or the point of contact for the licensee, shall be deemed an original

1	("Counterparts"). This Stipulation and Order shall be deemed executed when Counterparts	
2	of this Stipulation and Order have been executed by all the Parties and/or their counsel;	
3	such Counterparts taken together shall be deemed to be the Agreement. This Stipulation	
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5	signatures shall be binding and effective as original wet ink signatures hereupon. All fully	
6	executed copies of this Stipulation and Order are duplicate originals, equally admissible in	
7	evidence.	
8	IN WITNESS WHEREOF, this Stipulation and Order has been executed by the	
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12	Date: 3-14-22	
13	Adam Fulton, Esq. (Nev. Bar No. 11572) Counsel for Respondent GBSNV	
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15	Date: 3-14-22	
16	(printed name DAVID WE, NER)	
17	On behalf of Respondent GBSNV	
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19	111.7	
20	Date: 3/15/2022	
21	L. Kristopher Rath (Nev. Bar No. 5749) Senior Deputy Attorney General	
22	Counsel for Cannabis Compliance Board	
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#### **ORDER**

WHEREAS, on 22<sup>nd</sup> day of March, 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 GBSNV.

IT IS SO ORDERED.

SIGNED AND EFFECTIVE this Zzday of March, 20

STATE OF NEVADA, CANNABIS COMPLIANCE BOARD

By: // May - William Hon. MICHAEL L. DOUGLAS, CHAIR