



1 made intentionally (or in the alternative unintentionally) false statements to the Board by  
2 falsifying aliquot weights, made intentionally (or in the alternative unintentionally) false  
3 statements to the Board by altering the weights for edible cannabis samples, intentionally  
4 (or in the alternative unintentionally) concealed evidence by failing to report proficiency  
5 testing results, and failed to maintain quality control and quality assurance programs by  
6 failing to investigate and determine the root cause of the aforementioned proficiency testing  
7 failures.

8         2.       MAA filed its Answer and Request for a Hearing on December 21, 2021. In its  
9 Answer, MAA claimed that certain acts or omissions alleged in the Complaint were  
10 committed by MAA's agents and/or employees without MAA's knowledge. The CCB's  
11 position is that MAA is responsible for the acts and omissions of its agents and employees,  
12 regardless of its knowledge. The Parties then commenced the disciplinary process under  
13 NRS Chapter 678A.

14         3.       On or about December 28, 2021, CCB agents conducted an investigation of  
15 MAA ("Investigation No. L002-3") and found additional regulatory violations, including a  
16 failure to maintain ISO/IEC 17025 accreditation for all required analytes and a failure to  
17 perform full compliance testing for multiple production runs of cannabis infused drinks  
18 that were subsequently released to the market. On or about January 13, 2022, the CCB  
19 staff issued its Amended Statement of Deficiencies Letter detailing the new violations  
20 found during Investigation No. L002-3. MAA communicated further with CCB staff  
21 thereafter regarding correction of the violations found during Investigation No. L002-3.  
22 CCB staff approved MAA's plan of correction for Investigation No. L002-3 on March 30,  
23 2022.

24         4.       During the time the Parties were engaged in the disciplinary process, the  
25 Parties engaged in good faith negotiations to reach an agreement that is mutually  
26 acceptable to Respondent, CCB staff, and counsel for the CCB, for resolution of both the  
27 Administrative Action and the violations found during Investigation No. L002-3, with the  
28 understanding that this Stipulation and Order must be approved by majority vote of the

1 members of the CCB to become effective. Respondent has waived the filing and service of  
2 a separate disciplinary complaint for the violations arising out of Investigation No. L002-  
3 3. The CCB reserves its right to file a disciplinary complaint for the violations discovered  
4 during Investigation No. L002-3, should the Board decline to approve this Stipulation and  
5 Order.

6 5. As the Parties reached a resolution in principle on the foregoing matters  
7 subject to the CCB's approval, on or about March 11, 2022, the Parties entered into an  
8 agreement to stay the disciplinary process (approved by the CCB's assigned Hearing  
9 Officer) to allow the CCB to consider this Stipulation and Order for approval at an open  
10 CCB meeting.

11 **ACKNOWLEDGEMENTS AND APPLICABLE LAW**

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

14 6. MAA has entered into this Stipulation and Order on its own behalf and with  
15 full authority to resolve the claims against it and is aware of MAA's rights to contest the  
16 violations pending against it. These rights include representation by an attorney at MAA's  
17 own expense, the right to a hearing on any violations or allegations formally filed, the right  
18 to confront and cross-examine witnesses called to testify against MAA, the right to present  
19 evidence on MAA's own behalf, the right to have witnesses testify on MAA's behalf, the  
20 right to the filing and service of a disciplinary complaint for the violations alleged for  
21 Investigation No. L002-3, the right to obtain any other type of formal judicial review of  
22 these matters, and any other rights which may be accorded to MAA pursuant to provisions  
23 of NRS Chapters 678A through 678D, the Nevada Cannabis Compliance Regulations  
24 (NCCR), and any other provisions of Nevada law. MAA is waiving all these rights by  
25 entering into this Stipulation and Order. If the CCB rejects this Stipulation and Order, or  
26 any portion thereof, all such waivers shall be deemed withdrawn by MAA.

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

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

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

7 9. MAA enters this Stipulation and Order after being fully advised of MAA's  
8 rights and as to the consequences of this Stipulation and Order. This Stipulation and Order  
9 embodies the entire agreement reached between the CCB and MAA. It may not be altered,  
10 amended, or modified without the express written consent of the Parties, and all  
11 alterations, amendments and/or modifications must be in writing. The Parties stipulate  
12 and agree that this Stipulation and Order, if approved by the Board, resolves only the  
13 allegations set forth in the Administrative Action via the Complaint in Case No. 2021-48  
14 and the allegations set forth in the Amended Statement of Deficiencies Letter of January  
15 13, 2022, for Investigation No. L002-3.

16 10. In an effort to avoid the cost and uncertainty of a disciplinary hearing, MAA  
17 has agreed to settle these matters. For purposes of settling these matters, MAA  
18 acknowledges that the facts contained in the paragraphs in the above "Pertinent Facts"  
19 portion of this Stipulation and Order are true and correct. Without waiving any  
20 constitutional rights against self-incrimination, MAA further acknowledges that certain  
21 facts contained in the CCB Complaint in Case No. 2021-48 and Investigation No. L002-3  
22 could be found to constitute violations of Title 56 of NRS (NRS Chapters 678A through  
23 678D), and the NCCR, with penalties up to and including revocation, suspension, and/or a  
24 civil penalties of up to \$410,000 for L002 and RL002, if these matters went to an  
25 administrative hearing.

26 11. In settling these matters the Executive Director for CCB and counsel for CCB  
27 have considered the factors set forth in NCCR 4.030(2), including: the gravity of the  
28 violations; the economic benefit or savings, if any, resulting from the violations; the size of

1 the business of the violator; the history of compliance with the NCCR and Title 56 of NRS  
2 by the violator; actions taken to remedy and/or correct the violations; and the effect of the  
3 penalty on the ability of the violator to continue in business.

4 12. To resolve the Administrative Action and Investigation No. L002-3, and only  
5 for those purposes and no other, MAA specifically admits to the following violations with  
6 respect to the Complaint in CCB Case No. 2021-48 and the Amended Statement of  
7 Deficiencies Letter of January 13, 2022, in Investigation L002-3 for licenses L002 and  
8 RL002:

- 9 a. One violation of NCCR 4.035(1)(a)(3), for making an intentionally false  
10 statement to the Board, which constitutes one Category I violation.
- 11 b. One violation of NCCR 4.040(1)(a)(2), for unintentionally destroying or  
12 concealing evidence, which constitutes a Category II violation.
- 13 c. One violation of NCCR 4.040(1)(a)(19), for violating NCCR 11.070 for  
14 failing to conduct all required testing for cannabis infused drinks and  
15 then releasing said drinks to market, which constitutes a second  
16 Category II violation.
- 17 d. One violation of NCCR 4.050(1)(a)(25), for failing to maintain quality  
18 assurance and quality control programs in a laboratory, which  
19 constitutes a Category III violation.

20 13. As to the remaining allegations in the Complaint and Investigation No. L002-  
21 3 (as set forth in the Amended Statement of Deficiencies Letter of January 13, 2022), MAA  
22 neither admits nor denies those allegations and no civil penalties shall be assessed as to  
23 those remaining violations.

24 14. With respect to L002 and RL002, MAA further agrees to pay a civil penalty in  
25 the amount of \$300,000<sup>1</sup> in consideration for its admitted violations in Paragraph 12, above,  
26 and in consideration for CCB's agreement to resolve the Administrative Action on the terms  
27 set forth herein. Said sum may be paid as a lump sum or in installments, as set forth  
28

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<sup>1</sup> To be apportioned \$149,999.40 to L002 and \$150,000.06 to RL002.

1 specifically in Paragraphs 19 through 20, below.

2 15. If the CCB approves this Stipulation and Order, it shall be deemed and  
3 considered disciplinary action by the CCB against MAA.

4 16. Both parties acknowledge that the CCB has jurisdiction to consider and order  
5 this Stipulation and Order because MAA holds privileged licenses regulated by the CCB as  
6 of July 1, 2020. MAA expressly, knowingly, and intentionally waives the 21-day and/or 5-  
7 day notice requirements contained in the Nevada Open Meeting Law and acknowledges  
8 that this Stipulation and Order may be presented to the CCB for its consideration and  
9 potential ratification at the CCB's meeting on April 26, 2022.

#### 10 STIPULATED ADJUDICATION

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

14 17. Violations: As to licenses L002 and RL002, MAA is found to have committed  
15 one Category I violation, two Category II violations, and one Category III violation, as set  
16 forth in Paragraphs 12(a) through 12(d), above.

17 18. Imposition of Civil Penalties. MAA shall pay a total civil penalty in the  
18 amount of three hundred thousand dollars (\$300,000) within the time set forth in  
19 Paragraphs 19 and 20 below, to be apportioned as set forth in Paragraph 14, above.

20 19. Payment of Civil Penalties. MAA must pay the total civil penalty set forth in  
21 this agreement within the time frames set forth in this Paragraph and Paragraph 20. MAA  
22 may pay the lump sum of \$300,000 in civil penalties within 30 days of the date the CCB  
23 approves this Stipulation and Order<sup>2</sup> (the "Lump Sum Payment Option"). In the  
24 alternative, MAA may select to pay the civil penalties in eighteen monthly installments of  
25 \$16,666.67<sup>3</sup> for the first seventeen months and \$16,666.61<sup>4</sup> for the eighteenth month (the  
26

27 <sup>2</sup> Which would be Thursday, May 26, 2022, if the CCB approves this Stipulation and Order at its April 26,  
2022, meeting.

28 <sup>3</sup> To be attributed \$8,333.30 to L002 and \$8,333.37 to RL002. However, Respondent may make one payment  
totaling \$16,666.67 each month for the first seventeen months.

<sup>4</sup> To be attributed \$8,333.30 to L002 and \$8,333.31 to RL002 for the final month.

1 "Payment Plan Option"). Under the Payment Plan Option, MAA must pay the first  
2 installment on the 15<sup>th</sup> calendar day of the month<sup>5</sup> following the CCB meeting at which  
3 this Stipulation and Order is approved and then, thereafter, on the 15<sup>th</sup> day of each month<sup>6</sup>  
4 for the next seventeen months.<sup>7</sup> For example, if this Stipulation and Order is approved at  
5 the April 26, 2022, CCB meeting, the monthly payments set forth above would be due as  
6 follows (with each installment deadline listed):

7	Monday, May 16, 2022	1 <sup>st</sup> Installment
8	Wednesday, June 15, 2022	2 <sup>nd</sup> Installment
9	Friday, July 15, 2022	3 <sup>rd</sup> Installment
10	Monday, August 15, 2022	4 <sup>th</sup> Installment
11	Thursday, September 15, 2022	5 <sup>th</sup> Installment
12	Monday, October 17, 2022	6 <sup>th</sup> Installment
13	Tuesday, November 15, 2022	7 <sup>th</sup> Installment
14	Thursday, December 15, 2022	8 <sup>th</sup> Installment
15	Tuesday, January 17, 2023	9 <sup>th</sup> Installment
16	Wednesday, February 15, 2023	10 <sup>th</sup> Installment
17	Wednesday, March 15, 2023	11 <sup>th</sup> Installment
18	Monday, April 17, 2023	12 <sup>th</sup> Installment
19	Monday, May 15, 2023	13 <sup>th</sup> Installment
20	Thursday, June 15, 2023	14 <sup>th</sup> Installment
21	Monday July 17, 2023	15 <sup>th</sup> Installment
22	Tuesday, August 15, 2023	16 <sup>th</sup> Installment
23	Friday, September 15, 2023	17 <sup>th</sup> Installment

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

27 <sup>6</sup> As set forth in footnote 5, above, if the 15<sup>th</sup> day of the months falls on a Saturday, Sunday, or a holiday  
recognized by the State of Nevada, payment shall be due on the first following business day.

28 <sup>7</sup> If MAA pays the first installment of the payment plan when due as set forth in this agreement, it will be  
deemed to have selected the Payment Plan Option and rejected the Lump Sum Payment Option for payment  
of its civil penalty.

MAA may pay any installment prior to its due date; however, this will not change the due date for any of the subsequent installments. MAA may at any time elect to pay the full amount owed or the entire remaining balance or prepay any monthly installment without prepayment penalty.

20. Penalties for Failure to Comply with Payment Deadlines. MAA acknowledges that it is critical to comply with the strict requirements of the deadlines for payment set forth in this Stipulation and Order under the Lump Sum Payment Option<sup>9</sup> or the Payment Plan Option, whichever it should select. MAA 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, MAA shall be deemed to be in breach of this Stipulation and Order, deemed to be in default, and deemed to have admitted all allegations in the CCB Complaint in Case No. 2021-48 and all allegations in the Amended Statement of Deficiencies Letter of January 13, 2022, in Investigation No. L002-3, and shall pay all penalties and receive all discipline set forth under the "Relief Requested" section of the Complaint, inclusive of immediate revocation of licenses L002 and RL002, and civil penalties totaling \$410,000<sup>10</sup>. The CCB will enter an order of default to this effect after default and all amounts due under this subsection shall be

<sup>8</sup> The final installment payment amount is \$16,666.61.

<sup>9</sup> If MAA does not make any payment by the due date of the first installment of the Payment Plan Option (including a grace period, under Paragraph 20(a), if applicable), MAA will be deemed to have selected the Lump Sum Payment Option and the full amount of \$300,000 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 20(b) shall be triggered.

<sup>10</sup> \$200,000 in civil penalties as set forth in the disciplinary complaint, plus an additional \$210,000 for all alleged violations in Investigation No. L002-3.



1 immediately due and payable to CCB. MAA agrees it cannot and will  
2 not file any petition for judicial review and/or any action in any forum  
3 for relief from this order of default and that CCB may file any judicial  
4 action necessary to recover the amounts owed under this subsection,  
5 along with its attorneys' fees and costs for recovery of amounts owed.

6 c. MAA may petition the CCB for an extension of up to 30-days to pay any  
7 of the installments set forth in Paragraph 19. However, for the CCB to  
8 consider any such petition, the CCB must receive said petition no later  
9 than 5 business days prior to the installment deadline at issue (which  
10 does not include any grace period). The CCB is not required to grant  
11 such a petition. In such a petition, MAA must demonstrate to the  
12 satisfaction of CCB that there are extraordinary and unusual  
13 circumstances necessitating the extension requested and specify which  
14 the installment deadline or deadlines for which it is seeking an  
15 extension. CCB may delegate the decision as to whether to grant such  
16 a petition to the CCB Chair.

17 d. If an extension is granted under Paragraph 20(c), there shall be no  
18 grace period on the new payment date or dates. If MAA does not pay by  
19 the new payment date or dates, the provisions and penalties of  
20 Paragraph 20(b) apply.

21 21. Plan of Correction. Respondent represents and warrants that it has submitted  
22 and put in place a plan of correction, which CCB staff has approved, that will remedy and  
23 prevent the recurrence of the violations set forth in this Stipulation and Order. In  
24 summary, the plan of correction includes the following: (1) MAA implemented a revised  
25 standard operating procedure which details a process for ensuring all CoAs are sent to the  
26 CCB as required; (2) Regarding the falsification of potency aliquot weights for useable  
27 cannabis and edibles, the laboratory implemented a process in which a photograph is taken  
28 of each sample aliquot weight, and then saved as part of the test record. For positive sample

1 identification, the laboratory will ensure each photograph includes the weight reading, as  
2 well as the METRC tag or Confident Cannabis sample identifier; (3) MAA has updated its  
3 Quality Assurance manual to include training and competency procedures which detail the  
4 requirements for appropriate training, supervision, and competency assessment of  
5 employees; (4) MAA's instrument software was updated to include audit trail capability to  
6 document any changes to data occurring within the software; (5) Regarding false and  
7 inaccurate reporting of potency results for edible samples, MAA's Quality Control Policy  
8 document was updated to include additional data review processes to ensure accurate  
9 reporting; (6) MAA has updated its Quality Assurance program manual to include the  
10 requirement to notify the CCB within 24 hours when it receives unacceptable proficiency  
11 results; (7) MAA has hired a dedicated Quality Assurance/Quality Control Compliance  
12 director who will oversee the laboratory's Quality Assurance program and ensure continued  
13 compliance with laws and regulations; and (8) MAA has updated its Quality Assurance  
14 program manual to define the process to use when a negative sample impact is determined  
15 during retrospective review in response to proficiency testing failures. The foregoing  
16 updates to processes and procedures were all implemented as of February 9, 2022.  
17 Respondent further represents and warrants that it is now, as of the date it has executed  
18 this Stipulation and Order, operating in full compliance with NRS Title 56 and NCCR.

19       22. Contingency if Approval Denied. If approval of this Stipulation and Order is  
20 denied by CCB, MAA and counsel for the CCB agree to resume settlement negotiations in  
21 good faith and attempt to reach an agreement to amend this Stipulation and Order and  
22 resubmit an amended Stipulation and Order to the CCB to review for approval at a  
23 subsequent regularly scheduled meeting. If such an agreement cannot be reached, the  
24 Parties agree to proceed with the Administrative Action, the stay in such action shall be  
25 lifted pursuant to the March 11, 2022, agreement between the Parties and the matter shall  
26 proceed to a disciplinary hearing before the CCB's assigned hearing officer. CCB may also  
27 serve and file a disciplinary complaint against MAA for the violations found during  
28 Investigation No. L002-3. Should the Administrative Action proceed for the reasons set

1 forth in this Paragraph, CCB preserves all its claims and arguments in the Administrative  
2 Action as set forth in its Complaint (and the Complaint to be filed for Investigation No.  
3 L002-3) and MAA preserves all its defenses and arguments set forth in its Answer, and  
4 withdraws all waivers set forth herein. An unapproved Stipulation and Order shall not be  
5 admissible as evidence or referenced in argument at any disciplinary hearing in CCB Case  
6 No. 2021-48 or any other matter involving the CCB.

7       23. Contingency if Approval Conditioned. If the CCB approves this Stipulation  
8 and Order, but said approval is contingent on certain conditions, the parties will undertake  
9 further good faith negotiations to include said conditions in an amended stipulation and  
10 order for execution by the CCB Chair. If MAA does not agree to the certain conditions  
11 imposed by the CCB, the parties will undertake additional negotiations and attempt to  
12 reach an agreement to amend this Stipulation and Order and resubmit an amended  
13 Stipulation and Order to the CCB to review for approval at its next regularly scheduled  
14 meeting. If such an agreement cannot be reached, the Parties agree to proceed with the  
15 Administrative Action, the stay in such action shall be lifted pursuant to the March 11,  
16 2022, agreement between the Parties and the matter shall proceed to a disciplinary hearing  
17 before the CCB's assigned hearing officer pursuant to a scheduling order put in place by  
18 the hearing officer. CCB may also serve and file a disciplinary complaint against MAA for  
19 the violations found during Investigation No. L002-3. Should the Administrative Action  
20 proceed for the reasons set forth in this Paragraph, CCB preserves all its claims and  
21 arguments in the Administrative Action as set forth in its Complaint (and the Complaint  
22 to be filed for Investigation No. L002-3) and MAA preserves all its defenses and arguments  
23 set forth in its Answer, and withdraws all waivers set forth herein. An unapproved  
24 Stipulation and Order shall not be admissible as evidence or referenced in argument at any  
25 disciplinary hearing in CCB Case No. 2021-48 or any other matter involving the CCB.

26       24. Closure of Disciplinary Action. Once this Stipulation and Order is fully  
27 performed by MAA, the Administrative Action will be closed and Investigation No. L002-3  
28 will be closed.

1           25.    Communications with CCB Members. MAA understands that this Stipulation  
2 and Order will be presented to the CCB in open session at a duly noticed and scheduled  
3 CCB meeting. MAA understands that the CCB has the right to decide in its own discretion  
4 whether or not to approve this Stipulation and Order. The CCB's counsel, which is the  
5 Nevada Attorney General and its staff attorneys, will recommend approval of this  
6 Stipulation and Order. In the course of seeking CCB acceptance of this Stipulation and  
7 Order, counsel for CCB may communicate directly with individual CCB members. MAA  
8 acknowledges that such communications may be made or conducted *ex parte*, without notice  
9 or opportunity for MAA to be heard on its part until the public CCB meeting where this  
10 Stipulation and Order is discussed, and that such contacts and communications may  
11 include, but may not be limited to, matters concerning this Stipulation and Order, the  
12 Administrative Action and any and all information of every nature whatsoever related to  
13 these matters. MAA agrees that it has no objections to such *ex parte* communications. CCB  
14 agrees that MAA and/or its counsel may appear at the CCB meeting where this Stipulation  
15 and Order is discussed and, if requested, respond to any questions that may be addressed  
16 to MAA and/or the Attorney General's staff attorneys. MAA agrees that, should the CCB  
17 decline to approve this Stipulation and Order, MAA will not contest or otherwise object to  
18 any CCB member, and/or CCB appointed hearing officer, hearing and adjudicating the  
19 Administrative Action, and/or a disciplinary complaint filed as a result of Investigation No.  
20 L002-3, based on the aforementioned *ex parte* communications with anyone from the  
21 Nevada Attorney General's Office.

22           26.    Release. Upon approval of this agreement by the CCB, Respondent agrees  
23 that the State of Nevada, the CCB, the Office of the Attorney General, and each of their  
24 members, staff, attorneys, investigators, experts, hearing officers, consultants and agents  
25 are immune from any liability for any decision or action taken in good faith in response to  
26 information and data acquired by the CCB. Respondent agrees to release the State of  
27 Nevada, the CCB, the Office of the Attorney General, and each of their members, staff,  
28 attorneys, investigators, experts, hearing officers, consultants and agents from any and all

1 manner of actions, causes of action, suits, debts, judgments, executions, claims and  
2 demands whatsoever, known or unknown, in law or equity, that Respondent ever had, now  
3 has, may have or claim to have against any and/or all of the persons, government agencies  
4 or entities named in this Paragraph, arising out of, or by reason of, CCB's investigation of  
5 the matters set forth in its Complaint, the matters arising from Investigation No. L002-3,  
6 the matters set forth in this Stipulation and Order, or the administration of CCB Case No.  
7 2021-48 and Investigation No. L002-3.

8       27. No Precedence. The Parties agree that this Stipulation and Order shall not  
9 constitute a precedent for any other issues or proceedings before the CCB and/or in any  
10 other forum, other than those set forth in this Stipulation and Order. Furthermore, this  
11 Stipulation and Order shall not be admissible in any other proceeding or action with respect  
12 to proof of fact or any other matter and/or any other licensee and/or cannabis establishment  
13 registered agent, except proceedings brought to enforce this Stipulation and Order under  
14 its terms and/or for the CCB's consideration of future disciplinary action against this  
15 Respondent.

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

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

28       29. Further Assurances. The Parties shall cooperate in executing such additional

1 documents and performing such further acts as may be reasonably necessary to give effect  
2 to the purposes and provisions of this Stipulation and Order.

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

16 31. Warranties of Authority. The Parties to this Stipulation and Order, and each  
17 of them, expressly warrant and represent to all other Parties that each has the full right,  
18 title, and authority to enter into and to carry out its obligations hereunder, with the sole  
19 exception of the required approval of this Stipulation and Order by the CCB. The Parties  
20 also expressly acknowledge the foregoing authority.

21 32. Binding Effect. This Stipulation and Order shall be binding upon and inure  
22 to the benefit of the Parties hereto and the Parties' respective successors, predecessors,  
23 parents, affiliates, shareholders, employees, heirs, executors, assigns, and administrators.

24 33. Construction. The headings of all Sections and Paragraphs of this Stipulation  
25 and Order are inserted solely for the convenience of reference and are not a part of the  
26 Stipulation and Order and are not intended to govern, limit, or aid in the construction or  
27 interpretation of any term or provision of this Stipulation and Order. In the event of a  
28 conflict between such caption and the paragraph at the head of which it appears, the

1 paragraph and not such caption shall govern in the construction of this Stipulation and  
2 Order.

3 34. Governing Law. This Stipulation and Order shall be governed by and  
4 construed in accordance with the laws of the State of Nevada, without reference to conflict  
5 of law principles.

6 35. Jurisdiction and Forum Selection. The Parties consent to the jurisdiction of  
7 the Eighth Judicial District Court of the State of Nevada, in and for Clark County, to  
8 resolve any disputes related to the terms or enforcement of this Stipulation and Order. The  
9 successful or prevailing Party or Parties in such action shall be entitled to recover  
10 reasonable attorney fees, costs, and expenses actually incurred in initiating or responding  
11 to such proceeding, in addition to any other relief to which it may be entitled.

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

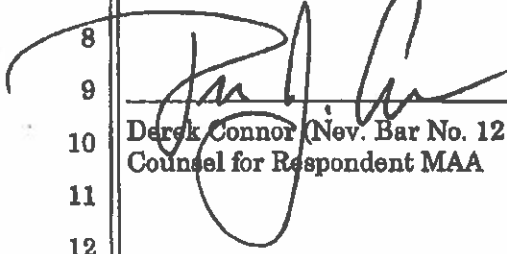
17 37. Time is of the Essence. Time is of the essence in the performance of all terms  
18 of this Stipulation and Order.

19 38. Severability. If any portion of this Stipulation and Order, or its application  
20 thereof to any person or circumstance, shall be deemed to any extent to be invalid, illegal,  
21 or unenforceable as a matter of law, all remaining clauses of this Stipulation and Order  
22 and its application thereof shall be not affected and shall remain enforceable to the fullest  
23 extent permitted by law.


24 39. Counterparts and Copies. This Stipulation and Order may be executed in  
25 counterparts, each of which when so executed and upon delivery to counsel of record for the  
26 Parties shall be deemed an original ("Counterparts"). This Stipulation and Order shall be  
27 deemed executed when Counterparts of this Stipulation and Order have been executed by  
28 all the Parties and/or their counsel; such Counterparts taken together shall be deemed to

1 be the Agreement. This Stipulation and Order may be executed by signatures provided by  
2 electronic facsimile or email, which signatures shall be binding and effective as original  
3 wet ink signatures hereupon. All fully executed copies of this Stipulation and Order are  
4 duplicate originals, equally admissible in evidence.

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

8  \_\_\_\_\_ Date: 4/6/2022  
9  
10 Derek Connor (Nev. Bar No. 12194)  
11 Counsel for Respondent MAA

12  
13 *On behalf of*  
14 ~~Steven Mark Basloc~~ Respondent MAA, *only* Date: 4/6/2022  
15 (printed name Steven Mark Basloc),  
16 On behalf of Respondent MAA, *only*

17  \_\_\_\_\_ Date: 4/7/2022  
18 L. Kristopher Rath (Nev. Bar No. 5749)  
19 Senior Deputy Attorney General  
20 Counsel for Cannabis Compliance Board

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**ORDER**

WHEREAS, on 26<sup>th</sup> day of April, 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 MAA.

IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 26<sup>th</sup> day of April, 2022.

STATE OF NEVADA,  
CANNABIS COMPLIANCE BOARD

By:   
HON. MICHAEL L. DOUGLAS, CHAIR