

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

3 STATE OF NEVADA, CANNABIS
4 COMPLIANCE BOARD,

5 Petitioner,

Case No. 2022-098

6 vs.

7 GREENLEAF ENTERPRISES INC.,

8 Respondent.

9 **STIPULATION AND ORDER FOR SETTLEMENT OF DISCIPLINARY ACTION**

10 The Cannabis Compliance Board of the State of Nevada (the “CCB”), by and through
11 counsel, Aaron D. Ford, Attorney General of the State of Nevada, and Emily N. Bordelove,
12 Esq., Senior Deputy Attorney General, hereby enters into this Stipulation and Order for
13 Settlement of Disciplinary Action (“Stipulation and Order”) with GREENLEAF
14 ENTERPRISES INC. (“GLE” or “Respondent”) by and through its counsel of record, Dan
15 Reaser, Esq., of the law firm of Fennemore Craig, P.C. Under this Stipulation and Order,
16 GLE and the CCB (collectively, the “Parties”) hereby stipulate and agree that Case No.
17 2022-098 (the “Administrative Action”) shall be fully and finally settled and resolved upon
18 terms and conditions set out herein.

19 **PERTINENT FACTS**

20 1. GLE is a domestic corporation registered in the State of Nevada and licensed to
21 operate a medical cannabis cultivation facility with license No. C050, an adult-use cannabis
22 cultivation facility with license No. RC050, and an adult-use cannabis distributor with
23 license No. T037. The Nevada Secretary of State currently lists Todd Sanneman as
24 Treasurer, Mark Ziegler as Secretary & Director, Steven J. Duque as President & Director,
25 and Tammy J. Kolvet as Director & “Other” of this domestic corporation. As discussed
26 below, with CCB’s approval of a transfer of interest request, GLE’s natural person
27 ownership did not change, but it modified the percentage of ownership interests of the
28 natural persons.

1 2. On April 26, 2022, the CCB held a public meeting at which it considered a transfer
2 of interest application (“TOI”) submitted by GLE. Specifically, the CCB considered TOI No.
3 21021. In sum, TOI No. 21021 sought a three (3) percent overall reduction of the collective
4 ownership interests of all the members, except for Mark Ziegler, whose ownership interest
5 increased by that three (3) percent.

6 3. On presentation of TOI No. 21021 to the CCB at its April 26, 2022 meeting, CCB
7 staff identified areas of concern, including failures to timely file multiple Modified Business
8 Tax (“MBT”) returns, one (1) Commerce Tax (“COM”) return, and one (1) partial Wholesale
9 Marijuana Tax (“WMT”) return payment, from March 2019 to September 2021. Although
10 no amounts were due for the MBT returns, those returns were still required to be filed each
11 month.

12 4. At the CCB’s April 26, 2022 meeting, the CCB unanimously approved TOI No.
13 21021 and referred the issue of the late tax returns to the CCB’s staff and the Attorney
14 General’s office to further investigate possible disciplinary action, as well as the potential
15 for a settlement agreement to resolve regulatory violations.

16 5. Additionally, on or about March 15, 2022, CCB agents conducted a routine
17 inspection/audit of GLE’s facility and found that GLE had weight discrepancies between
18 the actual weights of certain packages and the weights recorded in METRC for those
19 packages, which qualified as Nevada Cannabis Compliance Regulations (“NCCR”) Category III
20 violations involving issues with seed-to-sale tracking. CCB agents issued a
21 Statement of Deficiencies (“SOD”) letter dated March 16, 2022, detailing those violations.
22 CCB agents approved GLE’s plan of correction on or about April 6, 2022.

23 6. Subsequently, the CCB’s staff, working with the Attorney General’s Office, entered
24 into good faith settlement negotiations with GLE, through its counsel, Dan Reaser, Esq., to
25 attempt to resolve the violations described above. The Parties came to a mutually
26 acceptable resolution of this matter acceptable to CCB staff and the Attorney General,
27 without the need for filing a Complaint for Disciplinary Action.

28 7. As set forth herein, GLE stipulates to pay a total civil penalty of THIRTY-FIVE

1 THOUSAND (\$35,000) dollars and accept a formal warning for: two (2) Category III
2 violations of NCCR 4.050(1)(a)(9) for unintentionally failing to pay taxes to the Department
3 of Taxation, two (2) Category V violations of NCCR 4.060(1)(a)(1) for failing to submit
4 monthly tax or sales reports or payments, and one (1) additional Category III Violation
5 under NCCR 4.050(1)(a)(3) for failing to keep any required records, including seed-to-sale
6 tracking requirements, in lieu of the CCB filing and serving a Complaint for Disciplinary
7 Action ("Complaint") and proceeding to a disciplinary hearing.

8 ACKNOWLEDGEMENTS AND APPLICABLE LAW

9 This Stipulation and Order is made and based upon the following acknowledgments
10 by the Parties:

11 8. GLE has entered into this Stipulation and Order on its own behalf, with full
12 authority to resolve the claims against it, is aware of GLE's rights to contest the violations
13 pending against it. These rights include the filing and service of a disciplinary complaint
14 specifying the charges against GLE, representation by an attorney at GLE's own expense,
15 the right to a hearing on any violations or allegations formally filed, the right to confront
16 and cross-examine witnesses called to testify against GLE, the right to present evidence on
17 GLE's own behalf, the right to testify on GLE's behalf, the right to obtain any other type of
18 formal judicial review of this matter, and any other rights which may be accorded to GLE
19 under provisions of Title 56 of the Nevada Revised Statutes ("NRS") (NRS Chapters 678A
20 through 678D), the NCCR, and any other provisions of Nevada law. GLE agrees to waive
21 all these rights by entering into this Stipulation and Order provided the CCB approves this
22 Stipulation and enters the Order.

23 9. Should this Stipulation and Order be rejected by the CCB or not timely performed
24 by GLE, the Parties agree that presentation to and consideration by the CCB of such
25 proposed stipulation or other documents or matters pertaining to the consideration of this
26 Stipulation and Order shall not unfairly or illegally prejudice the CCB or any of its
27 Members from further participation, consideration, adjudication, or resolution of these
28 proceedings, and that no CCB Member shall be disqualified or challenged for bias.

1 10. GLE acknowledges that this Stipulation and Order shall only become effective
2 after a majority of the CCB Members have approved it.

3 11. GLE enters this Stipulation and Order after being fully advised of GLE's rights
4 and as to the consequences of this Stipulation and Order. This Stipulation and Order
5 embodies the entire agreement reached between the CCB and GLE. It may not be altered,
6 amended, or modified without the express written consent of the Parties. All alterations,
7 amendments, and/or modifications to this Stipulation and Order must be in writing. The
8 Parties stipulate and agree that this Stipulation and Order, if approved by the CCB,
9 resolves only the issues discovered during the investigation of TOI No. 21021 pertaining
10 to GLE, and the March 16, 2022, SOD. The CCB reserves its rights to pursue other
11 disciplinary actions for violations discovered in any future TOI investigations and/or any
12 other audits/investigations.

13 12. In an effort to avoid the cost and uncertainty of a disciplinary hearing, GLE has
14 agreed to settle this matter. In settling this matter, GLE acknowledges that the facts
15 contained in the Paragraphs in the above "PERTINENT FACTS" portion of this Stipulation
16 and Order are true and correct. Without waiving any constitutional rights against self-
17 incrimination, GLE further acknowledges that, if the CCB filed and served a Complaint
18 and the matter proceeded to an administrative hearing, the "PERTINENT FACTS" could
19 be found to constitute multiple violations of Title 56 of NRS and the NCCR, with discipline
20 up to and including revocation or suspension of C050 and RC050, and \$220,000 or more in
21 civil penalties for C050 and RC050, if this matter went to an administrative hearing. The
22 CCB acknowledges that GLE could assert certain defenses to any Complaint/allegations at
23 said administrative hearing which could affect its outcome.

24 13. In settling this matter, the Executive Director for the CCB and counsel for CCB
25 have considered the factors set forth in NCCR 4.030(2), including: the gravity of the
26 violations; the economic benefit or savings, if any, resulting from the violations; the size of
27 the business of the violator; the history of compliance with the NCCR and Title 56 of the
28 NRS by GLE; actions taken to remedy and/or correct the violations; and the effect of the

1 penalty on the ability of GLE to continue in business.

2 14. For the sole purpose of resolving the Administrative Action, GLE specifically
3 admits to the following violations with respect to CCB Case No. 2022-098 for licenses C050
4 and RC050: Two (2) Category III violations of NCCR 4.050(1)(a)(9) for unintentionally
5 failing to pay taxes to the Department of Taxation, two (2) Category V violations of NCCR
6 4.060(1)(a)(1) for failing to submit monthly tax or sales reports or payments, and one (1)
7 Category III Violation under NCCR 4.050(1)(a)(3) for failing to keep any required records,
8 including seed-to-sale tracking requirements. These constitute a total of three (3) Category
9 III violations and two (2) Category V violations.

10 15. With respect to C050 and RC050, GLE further agrees to pay a civil penalty in the
11 total amount of THIRTY-FIVE THOUSAND (\$35,000)¹ dollars in consideration for its
12 admitted violations in Paragraph 14 and accept a formal CCB warning in consideration for
13 its admitted first Category V violation in Paragraph 14, and in consideration for the CCB's
14 agreement to resolve the Administrative Action on the terms set forth herein.

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

17 17. Both Parties acknowledge that the CCB has jurisdiction to consider and order this
18 discipline because GLE holds and/or held privileged licenses regulated by the CCB as of
19 July 1, 2020. GLE expressly, knowingly, and intentionally waives the twenty-one (21) day
20 and/or five (5) day notice requirements contained in the Nevada Open Meeting Law and
21 acknowledges that this Stipulation and Order may be presented to the CCB for its
22 consideration and potential ratification at the CCB's September 27, 2022, meeting, or the
23 next monthly CCB meeting in which such agreements can be presented to the CCB.

24 **STIPULATED ADJUDICATION**

25 Based upon the above acknowledgments of the Parties and their mutual agreement,
26 the Parties stipulate and agree that the CCB shall impose the following terms of discipline

27 _____
28 ¹ To be apportioned \$ 17,500 to C050 and \$17,500 to RC050.

1 in this matter:

2 18. Violations. As to licenses C050 and RC050, GLE is found to have committed three
3 (3) Category III violations and two (2) Category V violations, as set forth in Paragraph 14
4 above.

5 19. Imposition of Civil Penalties. GLE shall pay a total civil penalty in the amount of
6 THIRTY-FIVE THOUSAND (\$35,000) dollars within the time set forth in Paragraph 21
7 below, to be apportioned as set forth in Paragraph 15 above.

8 20. Formal Warning. In accordance with NCCR 4.060(2)(a)(l), the CCB hereby issues
9 a formal warning to GLE, as to its first Category V violation in the immediately preceding
10 three (3) years, GLE shall timely submit monthly tax and sales reports, as well as
11 payments. Failure to do so in the future will invoke additional progressive discipline and
12 shall be considered an aggravating factor in considering the amount of civil penalties in
13 any future disciplinary actions.

14 21. Payment of Civil Penalties. *If the CCB approves this Stipulation and Order at its*
15 *September 27, 2022, meeting*, GLE must pay the civil penalty set forth in this agreement
16 no later than 5:00 p.m., Pacific Time, on Thursday, October 27, 2022. *If the CCB approves*
17 *this (or an amended) Stipulation and Order after its September 27, 2022, meeting*, GLE
18 must pay the civil penalty set forth in this agreement no later than 5:00 p.m., Pacific Time
19 on the thirtieth (30th) day from the date the CCB approves this (or an amended) Stipulation
20 and Order.² GLE acknowledges that it is critical to comply with the strict requirements of
21 the deadline for payment. GLE agrees that, should it fail to timely make payment of the
22 civil penalty, the following penalties and procedures will be in effect:

23 a. The CCB will allow a five (5) ***business day*** grace period for late payment.³

24 _____
25 ² Should the due date fall on a Saturday, Sunday, or a holiday recognized by the State of Nevada, payment
26 shall be due on the first following business day, to be received no later than 5:00 p.m., Pacific Time, on that
27 date.

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 (5) business day grace
period will be granted for payment.

1 b. If payment is not physically received by the CCB at its Carson City office by 5:00
2 p.m., Pacific Time, on the last day of the grace period, GLE shall be deemed to be
3 in breach of this Stipulation and Order, deemed to be in default, and shall pay all
4 amounts due under this Stipulation and Order, as well as an additional late
5 payment penalty of SEVENTY THOUSAND (\$70,000) dollars, and shall have its
6 licenses, C050 and RC050, immediately suspended, with such suspension
7 remaining in place until all amounts due under this Stipulation and Order are paid
8 in full (inclusive of the \$70,000 late payment penalty). The CCB will enter an order
9 of default to this effect after default and all amounts due under this subsection
10 shall be immediately due and payable to the CCB. If all amounts due under this
11 section are not paid within ninety (90) days after the date of the order of default,
12 licenses C050 and RC050 shall be deemed voluntarily surrendered. GLE agrees it
13 cannot and will not file any petition for judicial review and/or any action in any
14 forum for relief from this order of default and that the CCB may file any judicial
15 action necessary to recover the amounts owed under this subsection, along with its
16 attorneys' fees and costs for recovery of amounts owed.

17 c. GLE may petition the CCB for an extension of the date to pay the civil penalty.
18 However, for the CCB to consider any such petition, the CCB must receive said
19 petition no later than five (5) business days prior to the payment deadline (which
20 does not include any grace period). The CCB is not required to grant such a petition.
21 In such a petition, GLE must demonstrate to the satisfaction of the CCB that there
22 are extraordinary and unusual circumstances necessitating the extension
23 requested. The CCB may delegate the decision as to whether to grant such a
24 petition to the CCB Chair.

25 d. If an extension is granted under Paragraph 21(c), there shall be no grace period on
26 the new payment date. If GLE does not pay by the new payment date, the
27 provisions and penalties of Paragraph 21(b) apply.

28 22. Plan of Correction. GLE represents and warrants that it has submitted a plan of

1 correction, which CCB staff has approved, that will remedy and prevent the recurrence of
2 the violations set forth in this Stipulation and Order. In summary, the plan of correction
3 regarding taxes includes the following: GLE's parent company, Greenleaf Companies
4 ("GLC"), retained a certified public accounting firm, The CFO Group, Inc., and its Vice
5 President of Compliance, Todd Sanneman, CPA, as GLC's chief financial officer and
6 treasurer. Under Mr. Sanneman's leadership, GLC implemented updated accounting and
7 financial management processes and procedures, including improved cash flow timing
8 oversight and internal controls. GLC also retained legal counsel, Fennemore Craig, P.C. to
9 assist it with regulatory matters and compliance. Beginning in May of 2021 GLC's Board
10 of Directors implemented formal quarterly meetings to review corporate legal compliance
11 and provide business planning oversight guidance, including timely tax filing compliance.
12 Further, the plan of correction submitted regarding the weight discrepancies and seed-to-
13 sale violation includes in summary: secondary verification of lot weights; grading lots
14 before creation in METRC; and disposal of any excess cannabis.

15 23. Contingency if Approval Denied. If the CCB denies approval of this Stipulation
16 and Order, GLE and counsel for the CCB agree to resume settlement negotiations in good
17 faith and attempt to reach an agreement to amend this Stipulation and Order and resubmit
18 an amended Stipulation and Order to the CCB to review for approval at its next regularly
19 scheduled meeting. If the Parties cannot reach such an agreement, the Parties agree to
20 proceed with the Administrative Action, which shall include a disciplinary hearing before
21 the CCB or its assigned hearing officer. Should the Administrative Action proceed for the
22 reasons outlined in this Paragraph, the CCB preserves all its claims and arguments in the
23 Administrative Action as outlined in its Complaint (to be filed)⁴, and GLE preserves all
24 defenses and arguments it may assert. An unapproved Stipulation and Order shall not be
25 admissible as evidence or referenced in argument at any disciplinary hearing in CCB Case

26 _____
27 ⁴ Should the CCB proceed with a disciplinary Complaint, said Complaint will not be limited to the violations
28 set forth in this settlement agreement and the CCB reserves its rights to include additional regulatory
violations in any such disciplinary Complaint.

1 No. 2022-098 or any other matter involving the CCB.

2 24. Contingency if Approval Conditioned. If the CCB approves this Stipulation and
3 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 GLE does not agree to the specific 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 its next regularly scheduled
9 meeting. If the Parties cannot reach such an agreement, the Parties agree to proceed with
10 the Administrative Action, which shall include a disciplinary hearing before the CCB or its
11 assigned hearing officer. Should the Administrative Action proceed for the reasons outlined
12 in this Paragraph, the CCB preserves all its claims and arguments in the Administrative
13 Action as outlined in its Complaint (to be filed⁵), and GLE preserves all defenses and
14 arguments it may assert in its Answer. An unapproved Stipulation and Order shall not be
15 admissible as evidence or referenced in argument at any disciplinary hearing in CCB Case
16 No. 2022-098 or any other matter involving the CCB.

17 25. Closure of Disciplinary Action. Once GLE fully performs this Stipulation and
18 Order, the Administrative Action will be closed.

19 26. Communications with CCB Members. GLE understands that this Stipulation and
20 Order will be presented to the CCB in an open session at a duly noticed and scheduled
21 meeting. GLE understands that the CCB has the right to decide at its own discretion
22 whether or not to approve this Stipulation and Order. The CCB's counsel, which is the
23 Nevada Attorney General and its staff attorneys, will recommend approval of this
24 Stipulation and Order. In the course of seeking the CCB's acceptance of this Stipulation
25 and Order, counsel for the CCB may communicate directly with individual CCB Members.
26 GLE acknowledges that such communications may be made or conducted *ex parte*, without

27 _____
28 ⁵ See footnote 4.

1 notice or an opportunity for GLE to be heard on its part until the public meeting where this
2 Stipulation and Order is discussed and that such contacts and communications may
3 include, but may not be limited to, matters concerning this Stipulation and Order, the
4 Administrative Action and any and all information of every nature whatsoever related to
5 these matters. GLE agrees that he has no objections to such *ex parte* communications. The
6 CCB agrees that GLE and/or its counsel may appear at the meeting where this Stipulation
7 and Order is discussed and, if requested, respond to any questions that may be addressed
8 to GLE and/or the Attorney General's staff attorneys. GLE agrees that, should the CCB
9 decline to approve this Stipulation and Order, GLE will not contest or otherwise object to
10 any CCB Member, and/or CCB appointed hearing officer hearing and adjudicating the
11 Administrative Action based on the aforementioned *ex parte* communications with anyone
12 from the Office of the Attorney General.

13 27. Release. In execution of this agreement, GLE agrees that the State of Nevada, the
14 CCB, the Office of the Attorney General, and each of their members, staff, attorneys,
15 investigators, experts, hearing officers, consultants, and agents are immune from any
16 liability for any decision or action taken in good faith in response to information and data
17 acquired by the CCB. GLE agrees to release the State of Nevada, the CCB, the Office of the
18 Attorney General, and each of their members, staff, attorneys, investigators, experts,
19 hearing officers, consultants, and agents from any and all manner of actions, causes of
20 action, suits, debts, judgments, executions, claims, and demands whatsoever, known or
21 unknown, in law or equity, that GLE ever had, now has, may have or claim to have against
22 any and/or all of the persons, government agencies or entities named in this Paragraph,
23 arising out of, or because of, the CCB's investigation of the matters outlined in its
24 Complaint, the matters outlined in this Stipulation and Order, or the administration of
25 Case No. 2022-098.

26 28. No Precedence, the Parties agree that this Stipulation and Order shall not
27 constitute precedent for any other issues or proceedings before the CCB or District Court
28 other than those outlined in this Stipulation and Order. Furthermore, this Stipulation and

1 Order shall not be admissible in any other proceeding or action with respect to any other
2 matter and/or any other licensee and/or cannabis establishment registration agent, except
3 proceedings brought to enforce this Stipulation and Order under its terms and/or for the
4 CCB's consideration of future disciplinary action against GLE.

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

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

17 31. Further Assurances. The Parties shall cooperate in executing such additional
18 documents and performing such further acts as may be reasonably necessary to give effect
19 to the purposes and provisions of this Stipulation and Order.

20 32. Voluntary and Informed Agreement. GLE represents that its owners, officers,
21 managers, and/or its directors, who are responsible for and able to legally bind it have
22 completely read and fully understand the terms of this Stipulation and Order, that such
23 terms are fully understood and voluntarily accepted by GLE in advance of and as
24 memorialized by the signing of this Stipulation and Order, and that GLE's representative's
25 signing this Stipulation and Order indicates the same. GLE further represents that it has
26 voluntarily entered into this Stipulation and Order to make a full, final, and complete
27 compromise upon the terms and conditions set forth herein. GLE further represents that
28 any releases, waivers, discharges, covenants, and agreements provided for in this

1 Stipulation and Order have been knowingly and voluntarily granted and without any
2 duress or undue influence of any nature from any person or entity. The Parties, and each
3 of them, hereby expressly acknowledge that they are each represented by counsel of their
4 own choice in this matter and have been advised by counsel accordingly.

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

10 34. Binding Effect. This Stipulation and Order shall be binding upon and inure to the
11 benefit of the Parties hereto and the Parties' respective successors, predecessors, parents,
12 affiliates, shareholders, employees, heirs, executors, assigns, and administrators.

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

20 36. Governing Law. This Stipulation and Order shall be governed by and construed in
21 accordance with the laws of the State of Nevada, without reference to conflict of law
22 principles.

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

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

6 39. Time is of the Essence. Time is of the essence in the performance of all terms of
7 this Stipulation and Order.

8 40. Severability. If any portion of this Stipulation and Order, or its application thereof
9 to any person or circumstance, is held to any extent to be invalid, illegal, or unenforceable
10 as a matter of law, all remaining clauses of this Stipulation and Order and its application
11 thereof shall be not affected and shall remain enforceable to the fullest extent permitted by
12 law.

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

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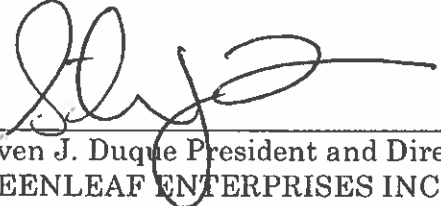
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1 IN WITNESS WHEREOF, this Stipulation and Order has been signed by the Parties
2 and attested by their duly authorized representatives as of the date(s) so indicated. The
3 Effective Date of this Stipulation and Order shall be the date it is ordered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

4 
5 _____
6 Steven J. Duque President and Director on behalf of
7 GREENLEAF ENTERPRISES INC.
8 Respondent

Date: 9/20/22

9 Dan R. Reaser
10 Dan Reaser, Esq. (Bar No. 1170)
11 Attorneys for Respondent
12 GREENLEAF ENTERPRISES INC.

Date: 09.20.2022

13 ENB
14 Emily N. Bordelove, Esq., (Bar No. 13202)
15 Senior Deputy Attorney General
16 Attorneys for the Cannabis Compliance Board

Date: 09/20/2022

17 **ORDER**

18 WHEREAS, on 27th day of Sept, 2022, the Nevada Cannabis
19 Compliance Board approved and adopted all the terms and conditions set forth in the
20 Stipulation and Order for Settlement of Disciplinary Action with GREENLEAF
21 ENTERPRISES INC.

22 IT IS SO ORDERED.

23 SIGNED AND EFFECTIVE this 27th day of Sept, 2022.

24 STATE OF NEVADA,
25 CANNABIS COMPLIANCE BOARD

26 By: 
27 HON. MICHAEL L. DOUGLAS, CHAIR
28