

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

3 STATE OF NEVADA, CANNABIS
4 COMPLIANCE BOARD,

5 Petitioner,

6 vs.

7 GREENLEAF PRODUCTION INC.,

8 Respondent.

Case No. 2022-099

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 PRODUCTION INC. ("GLP" 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 GLP and the CCB (collectively, the "Parties") hereby stipulate and agree that Case No.
17 2022-099 (the "Administrative Action") shall be fully and finally settled and resolved upon
18 terms and conditions set out herein.

19 **PERTINENT FACTS**

20 1. GLP is a domestic corporation registered in the State of Nevada and licensed to
21 operate a medical cannabis production facility with license No. P041 and an adult-use
22 cannabis production facility with license No. RP041. The Nevada Secretary of State
23 currently lists Todd Sanneman as Treasurer, Mark Ziegler as Director, Tammy J. Kovet as
24 Secretary & Director, and Steven J. Duque as President & Director of this domestic
25 corporation. As discussed below, with CCB's approval of a transfer of interest request,
26 GLP's natural person ownership did not change, but it modified the percentage of
27 ownership interests of the natural persons.

28 2. On April 26, 2022, the CCB held a public meeting at which it considered a transfer

1 of interest application ("TOI") submitted by GLP. Specifically, the CCB considered TOI No.
2 21021. In sum, TOI No. 21021 sought a three (3) percent overall reduction of the collective
3 ownership interests of all the members, except for Mark Ziegler, whose ownership interest
4 increased by that three (3) percent.

5 3. On presentation of TOI No. 21021 to the CCB at its April 26, 2022 meeting, CCB
6 staff identified areas of concern, including failures to timely file multiple Modified Business
7 Tax ("MBT") returns from March 2019 to September 2021. Although there were no amounts
8 due, the returns were still required to be filed each month.

9 4. At the CCB's April 26, 2022 meeting, the CCB unanimously approved TOI No.
10 21021 and referred the issue of the late tax returns to the CCB's staff and the Attorney
11 General's office to further investigate possible disciplinary action, as well as the potential
12 for a settlement agreement to resolve regulatory violations.

13 5. Subsequently, the CCB's staff, working with the Attorney General's Office, entered
13 into good faith settlement negotiations with GLP, though its counsel, Dan Rcaser, Esq., to
15 attempt to resolve the violations described above. The Parties came to a mutually
16 acceptable resolution of this matter acceptable to CCB staff and the Attorney General,
17 without the need for filing a Complaint for Disciplinary Action.

18 6. As set forth herein, GLP stipulates to pay a total of FIVE THOUSAND (\$5,000)
19 dollars for: two (2) Category V violations of NCCR 4.060(1)(a)(1) for failing to submit
20 monthly tax or sales reports or payments, in lieu of the CCB filing and serving a Complaint
21 for Disciplinary Action ("Complaint") and proceeding to a disciplinary hearing.

22 **ACKNOWLEDGEMENTS AND APPLICABLE LAW**

23 This Stipulation and Order is made and based upon the following acknowledgments
24 by the Parties:

25 7. GLP has entered into this Stipulation and Order on its own behalf, with full
26 authority to resolve the claims against it, is aware of GLP's rights to contest the violations
27 pending against it. These rights include the filing and service of a disciplinary complaint
28 specifying the charges against GLP, representation by an attorney at GLP's own expense,

1 the right to a hearing on any violations or allegations formally filed, the right to confront
2 and cross-examine witnesses called to testify against GLP, the right to present evidence on
3 GLP's own behalf, the right to testify on GLP's behalf, the right to obtain any other type of
4 formal judicial review of this matter, and any other rights which may be accorded to GLP
5 under provisions of Title 56 of the Nevada Revised Statutes ("NRS") (NRS Chapters 678A
6 through 678D), the NCCR, and any other provisions of Nevada law. GLP agrees to waive
7 all these rights by entering into this Stipulation and Order provided the CCB approves this
8 Stipulation and enters the Order.

9 8. Should this Stipulation and Order be rejected by the CCB or not timely performed
10 by GLP, the Parties agree that presentation to and consideration by the CCB of such
11 proposed stipulation or other documents or matters pertaining to the consideration of this
12 Stipulation and Order shall not unfairly or illegally prejudice the CCB or any of its
13 Members from further participation, consideration, adjudication, or resolution of these
13 proceedings, and that no CCB Member shall be disqualified or challenged for bias.

15 9. GLP acknowledges that this Stipulation and Order shall only become effective
16 after a majority of the CCB Members have approved it.

17 10. GLP enters this Stipulation and Order after being fully advised of GLP's rights
18 and as to the consequences of this Stipulation and Order. This Stipulation and Order
19 embodies the entire agreement reached between the CCB and GLP. It may not be altered,
20 amended, or modified without the express written consent of the Parties. All alterations,
21 amendments, and/or modifications to this Stipulation and Order must be in writing. The
22 Parties stipulate and agree that this Stipulation and Order, if approved by the CCB,
23 resolves only the issues discovered during the investigation of TOI No. 21021 pertaining
24 to GLP. The CCB reserves its rights to pursue other disciplinary actions for violations
25 discovered in any future TOI investigations and/or any other audits/investigations.

26 11. In an effort to avoid the cost and uncertainty of a disciplinary hearing, GLP has
27 agreed to settle this matter. In settling this matter, GLP acknowledges that the facts
28 contained in the Paragraphs in the above "PERTINENT FACTS" portion of this Stipulation

1 and Order are true and correct. Without waiving any constitutional rights against self-
2 incrimination, GLP further acknowledges that, if the CCB filed and served a Complaint
3 and the matter proceeded to an administrative hearing, the "PERTINENT FACTS" could
4 be found to constitute multiple violations of Title 56 of NRS and the NCCR, with discipline
5 up to and including revocation or suspension of P041 and RP041, and \$37,500 or more in
6 civil penalties for P041 and RP041, if this matter went to an administrative hearing. The
7 CCB acknowledges that GLP could assert certain defenses to any Complaint/allegations at
8 said administrative hearing which could affect its outcome.

9 12. In settling this matter, the Executive Director for the CCB and counsel for CCB
10 have considered the factors set forth in NCCR 4.030(2), including: the gravity of the
11 violations; the economic benefit or savings, if any, resulting from the violations; the size of
12 the business of the violator; the history of compliance with the NCCR and Title 56 of the
13 NRS by GLP; actions taken to remedy and/or correct the violations; and the effect of the
13 penalty on the ability of GLP to continue in business.

15 13. For the sole purpose of resolving the Administrative Action, GLP specifically
16 admits to the following violations with respect to CCB Case No. 2022-099 for licenses P041
17 and RP041: two (2) Category V violations of NCCR 4.060(1)(a)(1) for failing to submit
18 monthly tax or sales reports or payments.

19 14. With respect to P041 and RP041, GLP further agrees to pay a civil penalty in the
20 total amount of FIVE THOUSAND (\$5,000)¹ dollars in consideration for its admitted
21 violations in Paragraph 13 and accept a formal CCB warning in consideration for its
22 admitted first Category V violation in Paragraph 13, and in consideration for the CCB's
23 agreement to resolve the Administrative Action on the terms set forth herein.

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

26 16. Both Parties acknowledge that the CCB has jurisdiction to consider and order this

27 _____
28 ¹ To be apportioned \$2,500 to P041 and \$2,500 to RP041.

1 discipline because GLP holds and/or held privileged licenses regulated by the CCB as of
2 July 1, 2020. GLP expressly, knowingly, and intentionally waives the twenty-one (21) day
3 and/or five (5) day notice requirements contained in the Nevada Open Meeting Law and
4 acknowledges that this Stipulation and Order may be presented to the CCB for its
5 consideration and potential ratification at the CCB's September 27, 2022, meeting or the
6 next monthly CCB meeting in which such agreements can be presented to the CCB.

7 **STIPULATED ADJUDICATION**

8 Based upon the above acknowledgments of the Parties and their mutual agreement,
9 the Parties stipulate and agree that the CCB shall impose the following terms of discipline
10 in this matter:

11 17. Violations. As to licenses P041 and RP041, GLP is found to have committed two
12 (2) Category V violations, as set forth in Paragraph 13 above.

13 18. Imposition of Civil Penalties. GLP shall pay a total civil penalty in the amount of
14 FIVE THOUSAND (\$5,000) dollars within the time set forth in Paragraph 20 below, to be
15 apportioned as set forth in Paragraph 14 above.

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

22 20. Payment of Civil Penalties. *If the CCB approves this Stipulation and Order at its*
23 *September 27, 2022, meeting, GLP must pay the civil penalty set forth in this agreement*
24 *no later than 5:00 p.m., Pacific Time, on Thursday, October 27, 2022. If the CCB approves*
25 *this (or an amended) Stipulation and Order after its September 27, 2022, meeting, GLP*
26 *must pay the civil penalty set forth in this agreement no later than 5:00 p.m., Pacific Time*
27 *on the thirtieth (30th) day from the date the CCB approves this (or an amended) Stipulation*
28

1 and Order.² GLP acknowledges that it is critical to comply with the strict requirements of
2 the deadline for payment. GLP agrees that, should it fail to timely make payment of the
3 civil penalty, the following penalties and procedures will be in effect:

- 4 a. The CCB will allow a five (5) business day grace period for late payment.³
- 5 b. If payment is not physically received by the CCB at its Carson City office by 5:00
6 p.m., Pacific Time, on the last day of the grace period, GLP shall be deemed to be
7 in breach of this Stipulation and Order, deemed to be in default, and shall pay all
8 amounts due under this Stipulation and Order, as well as an additional late
9 payment penalty of TEN THOUSAND (\$10,000) dollars, and shall have its
10 licenses, P041 and RP041, immediately suspended, with such suspension
11 remaining in place until all amounts due under this Stipulation and Order are paid
12 in full (inclusive of the \$10,000 late payment penalty). The CCB will enter an order
13 of default to this effect after default and all amounts due under this subsection
13 shall be immediately due and payable to the CCB. If all amounts due under this
15 section are not paid within ninety (90) days after the date of the order of default,
16 licenses P041 and RP041 shall be deemed voluntarily surrendered. GLP agrees it
17 cannot and will not file any petition for judicial review and/or any action in any
18 forum for relief from this order of default and that the CCB may file any judicial
19 action necessary to recover the amounts owed under this subsection, along with its
20 attorneys' fees and costs for recovery of amounts owed.
- 21 c. GLP may petition the CCB for an extension of the date to pay the civil penalty.
22 However, for the CCB to consider any such petition, the CCB must receive said
23 petition no later than five (5) business days prior to the payment deadline (which

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

26 ³ If a check or other form of payment is returned for insufficient funds, or otherwise rejected, the failed
27 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 does not include any grace period). The CCB is not required to grant such a petition.
2 In such a petition, GLP must demonstrate to the satisfaction of the CCB that there
3 are extraordinary and unusual circumstances necessitating the extension
4 requested. The CCB may delegate the decision as to whether to grant such a
5 petition to the CCB Chair.

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

9 21. Plan of Correction. GLP represents and warrants that it has submitted a plan of
10 correction, which CCB staff has approved, that will remedy and prevent the recurrence of
11 the violations set forth in this Stipulation and Order. In summary, the plan of correction
12 regarding taxes includes the following: GLP's parent company, Greenleaf Companies
13 ("GLC"), retained a certified public accounting firm, The CFO Group, Inc., and its Vice
13 President of Compliance, Todd Sanneman, CPA, as GLC's chief financial officer and
15 treasurer. Under Mr. Sanneman's leadership, GLC implemented updated accounting and
16 financial management processes and procedures, including improved cash flow timing
17 oversight and internal controls. GLC also retained legal counsel, Fennemore Craig, P.C. to
18 assist it with regulatory matters and compliance. Beginning in May of 2021 GLC's Board
19 of Directors implemented formal quarterly meetings to review corporate legal compliance
20 and provide business planning oversight guidance, including timely tax filing compliance.

21 22. Contingency if Approval Denied. If the CCB denies approval of this Stipulation
22 and Order, GLP and counsel for the CCB agree to resume settlement negotiations in good
23 faith and attempt to reach an agreement to amend this Stipulation and Order and resubmit
24 an amended Stipulation and Order to the CCB to review for approval at its next regularly
25 scheduled meeting. If the Parties cannot reach such an agreement, the Parties agree to
26 proceed with the Administrative Action, which shall include a disciplinary hearing before
27 the CCB or its assigned hearing officer. Should the Administrative Action proceed for the
28 reasons outlined in this Paragraph, the CCB preserves all its claims and arguments in the

1 Administrative Action as outlined in its Complaint (to be filed)⁴, and GLP preserves all
2 defenses and arguments it may assert. An unapproved Stipulation and Order shall not be
3 admissible as evidence or referenced in argument at any disciplinary hearing in CCB Case
4 No. 2022-099 or any other matter involving the CCB.

5 23. Contingency if Approval Conditioned. If the CCB approves this Stipulation and
6 Order but said approval is contingent on certain conditions, the Parties will undertake
7 further good faith negotiations to include said conditions in an amended Stipulation and
8 Order for execution by the CCB Chair. If GLP does not agree to the specific conditions
9 imposed by the CCB, the Parties will undertake additional negotiations and attempt to
10 reach an agreement to amend this Stipulation and Order and resubmit an amended
11 Stipulation and Order to the CCB to review for approval at its next regularly scheduled
12 meeting. If the Parties cannot reach such an agreement, the Parties agree to proceed with
13 the Administrative Action, which shall include a disciplinary hearing before the CCB or its
13 assigned hearing officer. Should the Administrative Action proceed for the reasons outlined
15 in this Paragraph, the CCB preserves all its claims and arguments in the Administrative
16 Action as outlined in its Complaint (to be filed⁵), and GLP preserves all defenses and
17 arguments it may assert in its Answer. An unapproved Stipulation and Order shall not be
18 admissible as evidence or referenced in argument at any disciplinary hearing in CCB Case
19 No. 2022-099 or any other matter involving the CCB.

20 24. Closure of Disciplinary Action. Once GLP fully performs this Stipulation and
21 Order, the Administrative Action will be closed.

22 25. Communications with CCB Members. GLP understands that this Stipulation and
23 Order will be presented to the CCB in an open session at a duly noticed and scheduled
24 meeting. GLP understands that the CCB has the right to decide at its own discretion

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

⁵ See footnote 4.

1 whether or not to approve this Stipulation and Order. The CCB's counsel, which is the
2 Nevada Attorney General and its staff attorneys, will recommend approval of this
3 Stipulation and Order. In the course of seeking the CCB's acceptance of this Stipulation
4 and Order, counsel for the CCB may communicate directly with individual CCB Members.
5 GLP acknowledges that such communications may be made or conducted *ex parte*, without
6 notice or an opportunity for GLP to be heard on its part until the public meeting where this
7 Stipulation and Order is discussed and that such contacts and communications may
8 include, but may not be limited to, matters concerning this Stipulation and Order, the
9 Administrative Action and any and all information of every nature whatsoever related to
10 these matters. GLP agrees that he has no objections to such *ex parte* communications. The
11 CCB agrees that GLP and/or its counsel may appear at the meeting where this Stipulation
12 and Order is discussed and, if requested, respond to any questions that may be addressed
13 to GLP and/or the Attorney General's staff attorneys. GLP agrees that, should the CCB
13 decline to approve this Stipulation and Order, GLP will not contest or otherwise object to
15 any CCB Member, and/or CCB appointed hearing officer hearing and adjudicating the
16 Administrative Action based on the aforementioned *ex parte* communications with anyone
17 from the Office of the Attorney General.

18 26. Release. In execution of this agreement, GLP agrees that the State of Nevada, the
19 CCB, the Office of the Attorney General, and each of their members, staff, attorneys,
20 investigators, experts, hearing officers, consultants, and agents are immune from any
21 liability for any decision or action taken in good faith in response to information and data
22 acquired by the CCB. GLP agrees to release the State of Nevada, the CCB, the Office of the
23 Attorney General, and each of their members, staff, attorneys, investigators, experts,
24 hearing officers, consultants, and agents from any and all manner of actions, causes of
25 action, suits, debts, judgments, executions, claims, and demands whatsoever, known or
26 unknown, in law or equity, that GLP ever had, now has, may have or claim to have against
27 any and/or all of the persons, government agencies or entities named in this Paragraph,
28 arising out of, or because of, the CCB's investigation of the matters outlined in its

1 Complaint, the matters outlined in this Stipulation and Order, or the administration of
2 Case No. 2022-099.

3 27. No Precedence. the Parties agree that this Stipulation and Order shall not
4 constitute precedent for any other issues or proceedings before the CCB or District Court
5 other than those outlined in this Stipulation and Order. Furthermore, this Stipulation and
6 Order shall not be admissible in any other proceeding or action with respect to any other
7 matter and/or any other licensee and/or cannabis establishment registration agent, except
8 proceedings brought to enforce this Stipulation and Order under its terms and/or for the
9 CCB's consideration of future disciplinary action against GLP.

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

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

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

25 31. Voluntary and Informed Agreement. GLP represents that its owners, officers,
26 managers, and/or its directors, who are responsible for and able to legally bind it have
27 completely read and fully understand the terms of this Stipulation and Order, that such
28 terms are fully understood and voluntarily accepted by GLP in advance of and as

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

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

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

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

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

28 36. Jurisdiction and Forum Selection. The Parties consent to the jurisdiction of the

1 Eighth Judicial District Court of the State of Nevada, in and for Clark County, to resolve
2 any disputes related to the terms or enforcement of this Stipulation and Order. The
3 successful or prevailing Party or Parties in such action shall be entitled to recover
4 reasonable attorney fees, costs, and expenses actually incurred in initiating or responding
5 to such proceeding, in addition to any other relief to which it may be entitled.

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

11 38. Time is of the Essence. Time is of the essence in the performance of all terms of
12 this Stipulation and Order.

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

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


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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 on
7 behalf of GREENLEAF PRODUCTION INC.
8 Respondent

Date: 9/20/22

9 
10 _____
11 Dan Reaser, Esq. (Bar No. 1170)
12 Attorneys for Respondent
13 GREENLEAF PRODUCTION INC.

Date: 09.20.2022

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

Date: 09/20/2022

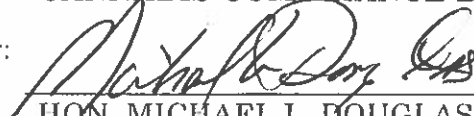
19 **ORDER**

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

24 IT IS SO ORDERED.

25 SIGNED AND EFFECTIVE this 27th day of September, 2022.

26 STATE OF NEVADA,
27 CANNABIS COMPLIANCE BOARD

28 By: 
_____ HON. MICHAEL L. DOUGLAS, CHAIR