

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

STATE OF NEVADA, CANNABIS  
COMPLIANCE BOARD,

Case No. 2022-101

Petitioner,

vs.

PHYSIS ONE, LLC,

Respondent.

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

The Cannabis Compliance Board (the "CCB"), by and through its counsel, Aaron D. Ford, Attorney General for the State of Nevada, and L. Kristopher Rath, Esq., Senior Deputy Attorney General, hereby enters into this Stipulation and Order for Settlement of Disciplinary Action ("Stipulation and Order") with Respondent Physis One, LLC (hereinafter "POL" or "Respondent"), by and through its counsel of record, Brian Hardy, Esq., of the law firm Marquis Aurbach. Pursuant to this Stipulation and Order, POL and the CCB (collectively, the "Parties") hereby stipulate and agree that CCB Case No. 2022-101 (the "Administrative Action") shall be fully and finally settled and resolved upon the terms and conditions set out herein.

**PERTINENT FACTS**

1. On or about August 12, 2022, the CCB initiated this disciplinary action via the service and filing of a Complaint for Disciplinary Action (the "Complaint"). The Complaint alleges, *inter alia*, that, contrary to Nevada law, the POL medical and adult-use cannabis cultivation facility (C073 and RC073): failed to keep required records; failed to meet the requirements for the disposal of cannabis waste; failed to comply with seed to sale tracking requirements; failed to properly wash and sanitize product contact surfaces; failed to properly store cannabis; failed to ensure processes designed to prevent contamination;

1 and failed to ensure all items were stored more than six inches from the floor.

2 2. POL has not filed an Answer and/or a Request for a Hearing as of the date of  
3 this Stipulation and Order. Rather, POL requested and was granted extensions to file its  
4 Answer in order to attempt to negotiate resolution of the Administrative Action. The  
5 Parties entered into good faith negotiations to resolve the Administrative Action and  
6 reached an agreement in principle for resolving this case. As a result, the CCB's Chair  
7 approved a stipulation and order to stay the Administrative Action on September 28, 2022,  
8 to allow the Parties to finalize this Stipulation and Order and for the CCB to consider  
9 approval of this Stipulation and Order at its October 25, 2022, meeting.

10 3. The Parties have engaged in good faith settlement negotiations to reach an  
11 agreement that is mutually acceptable to Respondent, CCB staff, and counsel for the CCB,  
12 for resolution of the Administrative Action, with the understanding that this Stipulation  
13 and Order must be approved by a majority vote of the members of the CCB to become  
14 effective.

15 **ACKNOWLEDGEMENTS AND APPLICABLE LAW**

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

18 4. POL has entered into this Stipulation and Order on its own behalf and with  
19 full authority to resolve the claims against it and is aware of POL's rights to contest the  
20 violations pending against it. These rights include representation by an attorney at POL's  
21 own expense, the right to a hearing on any violations or allegations formally filed, the right  
22 to confront and cross-examine witnesses called to testify against POL, the right to present  
23 evidence on POL's own behalf, the right to have witnesses testify on POL's behalf, the right  
24 to obtain any other type of formal judicial review of this matter, and any other rights which  
25 may be accorded to POL pursuant to provisions of NRS Chapters 678A through 678D, the  
26 Nevada Cannabis Compliance Regulations (NCCR), and any other provisions of Nevada  
27 law. POL is waiving all these rights by entering into this Stipulation and Order. If the CCB  
28 rejects this Stipulation and Order, or any portion thereof, all such waivers shall be deemed

1 withdrawn by POL.

2 5. Should this Stipulation and Order be rejected by the CCB or not timely  
3 performed by POL, it is agreed that presentation to and consideration by the CCB of such  
4 proposed stipulation or other documents or matters pertaining to the consideration of this  
5 Stipulation and Order shall not unfairly or illegally prejudice the CCB or any of its  
6 members from further participation, consideration, adjudication, and/or resolution of these  
7 proceedings and that no CCB member shall be disqualified or challenged for bias.

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

10 7. POL enters this Stipulation and Order after being fully advised of POL's  
11 rights and as to the consequences of this Stipulation and Order. This Stipulation and Order  
12 embodies the entire agreement reached between the CCB and POL. It may not be altered,  
13 amended, or modified without the express written consent of the Parties, and all  
14 alterations, amendments and/or modifications must be in writing. The Parties stipulate  
15 and agree that this Stipulation and Order, if approved by the Board, resolves only the  
16 allegations set forth in the Administrative Action via the Complaint in Case No. 2022-101.

17 8. In an effort to avoid the cost and uncertainty of a disciplinary hearing, POL  
18 has agreed to settle these matters. For purposes of settling these matters, POL  
19 acknowledges that the facts contained in the paragraphs in the above "Pertinent Facts"  
20 portion of this Stipulation and Order are true and correct. Without waiving any  
21 constitutional rights against self-incrimination, POL further acknowledges that certain  
22 facts contained in the CCB Complaint in Case No. 2022-101 could be found to constitute  
23 violations of Title 56 of NRS (NRS Chapters 678A through 678D), and the NCCR, with  
24 penalties up to and including suspension, and civil penalties of up to \$237,500 for licenses  
25 C073 and RC073, if these matters proceeded to an administrative hearing.

26 9. In settling this matter, 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. More specifically, with regard  
4 to Respondent's compliance history, in November 2018, the Marijuana Enforcement  
5 Division of the Department of Taxation ("MED") found that Respondent had improperly  
6 disposed of cannabis waste, which was also alleged in the Complaint in Case No. 2022-101  
7 and occurred less than three years later. MED found several other violations in November  
8 2018 and in another investigation in May 2019. Respondent received no disciplinary action  
9 from those two prior investigations. Mitigating factors in Case No. 2022-101 include the  
10 fact that Respondent cooperated with the CCB's staff in quickly formulating and instituting  
11 a plan or correction (as set forth below) to prevent regulatory violations from occurring in  
12 the future. Respondent also cooperated with the CCB's counsel in resolving this matter  
13 shortly after the Complaint was filed. The Executive Director for CCB and counsel for CCB  
14 also took into account the size of the Respondent's business and the impact of the civil  
15 penalties on its ability to continue with its business. A reasonable civil penalty has been  
16 proposed in this agreement, and Respondent has been provided with a payment plan, at its  
17 request, that will allow full payment while accounting for Respondent's harvesting  
18 schedule and receipt of revenue from its sales.

19 10. To resolve the Administrative Action, and only for those purposes and no  
20 other, POL specifically admits to the following violations with respect to the Complaint in  
21 CCB Case No. 2022-101:

- 22 a. One violation of NCCR 4.050(1)(a)(3) & (14), for failing to keep required  
23 records and failing to meet the requirements for the disposal of  
24 cannabis waste, which constitutes one Category III violation.
- 25 b. One violation of NCCR 4.050(1)(a)(3) & (12) for failing to comply with  
26 seed-to-sale tracking requirements because POL could not reconcile  
27 physical inventory with information it had entered into the seed-to-sale  
28 tracking system, which constitutes a second Category III violation.

1 c. One violation of NCCR 4.055(1)(a)(9) for failing to properly wash and  
2 sanitize product contact surfaces, which constitutes one Category IV  
3 violation.

4 d. Two violations of NCCR 4.060(1)(a)(7) for failure to submit reports  
5 required by the Board, which constitute two Category V violations.

6 As to the remaining allegations in the Complaint, POL neither admits nor denies those  
7 allegations and no civil penalties shall be assessed as to those remaining violations.

8 11. With respect to licenses C073 and RC073, POL further agrees to pay a civil  
9 penalty in the amount of \$42,500<sup>1</sup> in consideration for its admitted violations in Paragraphs  
10 10(a) through 10(d), above, and to accept a formal CCB warning in consideration for its  
11 admitted first Category V violation in Paragraph 10(d), and in consideration for the CCB's  
12 agreement to resolve the Administrative Action on the terms set forth herein.

13 12. If the CCB approves this Stipulation and Order, it shall be deemed and  
14 considered disciplinary action by the CCB against POL.

15 13. Both parties acknowledge that the CCB has jurisdiction to consider and order  
16 this Stipulation and Order because POL holds privileged licenses regulated by the CCB as  
17 of July 1, 2020. POL expressly, knowingly, and intentionally waives the 21-day and/or 5-  
18 day notice requirements contained in the Nevada Open Meeting Law and acknowledges  
19 that this Stipulation and Order may be presented to the CCB for its consideration and  
20 potential ratification at the CCB's meeting on October 25, 2022.

21 **STIPULATED ADJUDICATION**

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

25 14. Violations: As to licenses C073 and RC073, POL is found to have committed  
26 two Category III violations, one Category IV violation, and two Category V violations, as  
27 set forth in Paragraphs 10(a) through 10(d), above.

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<sup>1</sup> To be apportioned \$21,250 to C073 and \$21,250 to RC073.

1           15. Imposition of Civil Penalties. POL shall pay a total civil penalty in the  
2 amount of Forty-Two Thousand, Five Hundred Dollars (\$42,500) within the time set forth  
3 in Paragraph 17 below, to be apportioned as set forth in Paragraph 11, above.

4           16. Formal Warning. In accordance with NCCR 4.060(2)(a)(1), the CCB hereby  
5 issues a formal warning to POL, as to its first Category V violation in the immediately  
6 preceding three years: POL shall timely submit all reports required by the Board and  
7 properly keep all records required by the Board. Failure to do so in the future will invoke  
8 additional progressive discipline and shall be considered an aggravating factor in  
9 considering the amount of civil penalties in any future disciplinary actions.

10           17. Payment of Civil Penalties. POL must pay the total civil penalty set forth in  
11 this agreement within the time frames set forth in this Paragraph and Paragraph 18. POL  
12 may pay the lump sum of \$42,500 in civil penalties within 30 days of the date the CCB  
13 approves this Stipulation and Order<sup>2</sup> (the "Lump Sum Payment Option"). In the  
14 alternative, POL may select to pay the civil penalties via a payment plan as set forth in  
15 this Paragraph (the "Payment Plan Option"). If this Stipulation and Order is approved at  
16 the October 25, 2022, CCB meeting, the Payment Plan Option payments shall be made on  
17 the following schedule and in the indicated amounts:

Installment	Payment Deadline	Amount of Payment
First Installment	Wednesday, November 9, 2022	\$17,500 <sup>3</sup>
Second Installment	Tuesday, December 27, 2022	\$6,250 <sup>4</sup>
Third Installment	Tuesday, January 24, 2023	\$6,250
Fourth Installment	Thursday, February 23, 2023	\$6,250
Fifth Installment	Monday, March 27, 2023	\$6,250

24 POL may pay any installment prior to its due date. If POL makes the first payment of  
25 \$17,500 on or before November 8, 2022, it shall be deemed to have selected the Payment  
26

27 <sup>2</sup> Which would be Monday, November 28, 2022, if the CCB approves this Stipulation and Order at its October  
28 25, 2022, meeting.

<sup>3</sup> To be apportioned \$8,750 to C073 and \$8,750 to RC073.

<sup>4</sup> Installments two through five shall be apportioned \$3,125 to C073 and \$3,125 to RC073.

1 Plan Option. If this Stipulation and Order is approved at a CCB meeting later than October  
2 25, 2022, the Parties shall meet and confer and develop a new payment plan schedule which  
3 shall be submitted to the CCB's Chair for approval, and the provisions of Paragraph 18  
4 shall apply to that new payment schedule.

5 18. Penalties for Failure to Comply with Payment Deadlines. POL acknowledges  
6 that it is critical to comply with the strict requirements of the deadlines for payment set  
7 forth in this agreement under the Lump Sum Payment Option or the Payment Plan Option,  
8 whichever it should select. POL agrees that, should it fail to timely make any installment  
9 payment under the Payment Plan Option (or fail to comply with the Lump Sum Payment  
10 Option), the following penalties and procedures will be in effect:

- 11 a. CCB will allow a five business day grace period for late payment.
- 12 b. If payment is not physically received by CCB at its Carson City office  
13 by 5:00 p.m., Pacific Time, on the last day of the grace period, POL shall  
14 be deemed to be in breach of this Stipulation and Order, deemed to be  
15 in default, and deemed to have admitted all allegations in the CCB  
16 Complaint in Case No. 2021-101 and shall pay all penalties and receive  
17 all discipline set forth under the "Relief Requested" section of the  
18 Complaint, inclusive of a 97-day suspension of licenses C073 and  
19 RC073, and civil penalties totaling \$237,500. The CCB will enter an  
20 order of default to this effect after default and all amounts due under  
21 this subsection shall be immediately due and payable to CCB. If all  
22 amounts due under this section are not paid within 90 days after the  
23 date of the CCB's order of default, licenses C073 and RC073 shall be  
24 deemed voluntarily surrendered. POL agrees it cannot and will not file  
25 any petition for judicial review and/or any action in any forum for relief  
26 from this order of default and that the CCB may file any judicial action  
27 necessary to recover the amounts owed under this subsection, along  
28 with its attorneys' fees and costs for recovery of amounts owed.

1 c. POL may petition the CCB for an extension of 30-days to pay any of the  
2 installments set forth in Paragraph 17 (or the lump sum, under the  
3 Lump Sum Payment Option). However, for the CCB to consider any  
4 such petition, the CCB must receive said petition no later than 5  
5 business days prior to the installment deadline at issue (which does not  
6 include any grace period). The CCB is not required to grant such a  
7 petition. In such a petition, POL must demonstrate to the satisfaction  
8 of the CCB that there are extraordinary and unusual circumstances  
9 necessitating the extension requested and specify which installment  
10 deadline or deadlines it is seeking an extension. The CCB may delegate  
11 the decision as to whether to grant such a petition to the CCB Chair.

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

16 19. Plan of Correction. Respondent represents and warrants that it has submitted  
17 and put in place a plan of correction, which CCB staff has approved, that will remedy and  
18 prevent the recurrence of the violations set forth in this Stipulation and Order. In  
19 summary, the plan of correction regarding the Administrative Action includes the  
20 following: (1) Respondent implemented the use of a plant destruction log, will properly  
21 maintain copies of all harvest logs, and commenced use of cleaning logs; (2) Respondent  
22 destroyed the cannabis plants improperly designated in METRC and provided video of the  
23 destruction to the CCB's staff; (3) Respondent ensured that the required reports that had  
24 not been provided to the CCB were provided; (4) Respondent has properly cleaned product  
25 contact surfaces; and (5) Respondent has now properly stored cannabis that was not  
26 properly stored before. Respondent further represents and warrants that it is now, as of  
27 the date it has executed this Stipulation and Order, operating in full compliance with NRS  
28 Title 56 and NCCR.



1           20.   Contingency if Approval Denied. If approval of this Stipulation and Order is  
2 denied by the CCB, POL and counsel for the CCB agree to resume settlement negotiations  
3 in good faith and attempt to reach an agreement to amend this Stipulation and Order and  
4 resubmit an amended Stipulation and Order to the CCB to review for approval at a  
5 subsequent regularly scheduled CCB meeting. If such an agreement cannot be reached, the  
6 Parties agree to proceed with the Administrative Action, with POL to timely file its Answer  
7 and Request for Hearing, and the matter to proceed to a disciplinary hearing before the  
8 CCB's assigned hearing officer in the ordinary course. Should the Administrative Action  
9 proceed for the reasons set forth in this Paragraph, CCB preserves all its claims and  
10 arguments in the Administrative Action as set forth in its Complaint and POL preserves  
11 all its defenses and arguments it may set forth in its Answer, and withdraws all waivers  
12 set forth herein. An unapproved Stipulation and Order shall not be admissible as evidence  
13 or referenced in argument at any disciplinary hearing in CCB Case No. 2022-101 or any  
14 other matter involving the CCB.

15           21.   Contingency if Approval Conditioned. If the CCB approves this Stipulation  
16 and Order, but said approval is contingent on certain conditions, the Parties will undertake  
17 further good faith negotiations to include said conditions in an amended stipulation and  
18 order for execution by the CCB Chair. If POL does not agree to the certain conditions  
19 imposed by the CCB, the Parties will undertake additional negotiations and attempt to  
20 reach an agreement to amend this Stipulation and Order and resubmit an amended  
21 stipulation and order to the CCB to review for approval at its next regularly scheduled  
22 meeting. If such an agreement cannot be reached, the Parties agree to proceed with the  
23 Administrative Action, with POL to timely file its Answer and Request for Hearing, and  
24 the matter to proceed to a disciplinary hearing before the CCB's assigned hearing officer in  
25 the ordinary course. Should the Administrative Action proceed for the reasons set forth in  
26 this Paragraph, CCB preserves all its claims and arguments in the Administrative Action  
27 as set forth in its Complaint and POL preserves all its defenses and arguments it may set  
28 forth in its Answer, and withdraws all waivers set forth herein. An unapproved Stipulation

1 and Order shall not be admissible as evidence or referenced in argument at any disciplinary  
2 hearing in CCB Case No. 2022-101 or any other matter involving the CCB.

3 22. Closure of Disciplinary Action. Once this Stipulation and Order is fully  
4 performed by POL, the Administrative Action will be closed.

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

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

1 Respondent agrees to release the State of Nevada, the CCB, the Office of the Attorney  
2 General, and each of their members, staff, attorneys, investigators, experts, hearing  
3 officers, consultants and agents from any and all manner of actions, causes of action, suits,  
4 debts, judgments, executions, claims and demands whatsoever, known or unknown, in law  
5 or equity, that Respondent ever had, now has, may have or claim to have against any and/or  
6 all of the persons, government agencies or entities named in this Paragraph, arising out of,  
7 or by reason of, CCB's investigation of the matters set forth in the Complaint, the matters  
8 set forth in this Stipulation and Order, and/or the administration of CCB Case No. 2022-  
9 101.

10       25. No Precedence. The Parties agree: (1) That this Stipulation and Order shall  
11 not constitute a precedent for any other issues or proceedings before the CCB and/or in any  
12 other forum, other than those set forth in this Stipulation and Order; (2) That this  
13 Stipulation and Order shall not be admissible in any other proceeding or action with respect  
14 to proof of fact or any other matter and/or any other licensee and/or cannabis establishment,  
15 except proceedings brought to enforce this Stipulation and Order under its terms and/or for  
16 the CCB's consideration of future disciplinary action against this Respondent.  
17 Furthermore, the CCB may consider the discipline imposed herein in any future  
18 disciplinary action against Respondent, as required under NCCR 4.030(2), along with the  
19 other factors set forth in NCCR 4.030(2), and possible progressive discipline pursuant to  
20 NCCR 4.035 through 4.060. As every case concerns different facts and details, this  
21 Stipulation does not act as precedence, or persuasive authority, to bind CCB to impose any  
22 particular penalty, to charge or allege any particular violation, and/or to impose any  
23 particular disciplinary action in the future for this Respondent, or any other respondent,  
24 for violations of the same statutes and/or regulations addressed in this Stipulation and  
25 Order. Likewise, CCB is not bound by any previous settlement agreements it has approved  
26 in entering into this Stipulation and Order.

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

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

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

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

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

25           31.    **Construction.** The headings of all Sections and Paragraphs of this Stipulation  
26 and Order are inserted solely for the convenience of reference and are not a part of the  
27 Stipulation and Order and are not intended to govern, limit, or aid in the construction or  
28 interpretation of any term or provision of this Stipulation and Order. In the event of a

1 conflict between such caption and the paragraph at the head of which it appears, the  
2 paragraph and not such caption shall govern in the construction of this Stipulation and  
3 Order.

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

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

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

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

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

25 37. Counterparts and Copies. This Stipulation and Order may be executed in  
26 counterparts, each of which when so executed and upon delivery to counsel of record for the  
27 Parties shall be deemed an original ("Counterparts"). This Stipulation and Order shall be  
28 deemed executed when Counterparts of this Stipulation and Order have been executed by

1 all the Parties and/or their counsel; such Counterparts taken together shall be deemed to  
2 be the Agreement. This Stipulation and Order may be executed by signatures provided by  
3 electronic facsimile or email, which signatures shall be binding and effective as original  
4 wet ink signatures hereupon. All fully executed copies of this Stipulation and Order are  
5 duplicate originals, equally admissible in evidence.

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

10 

11 Date: 10/10/2022

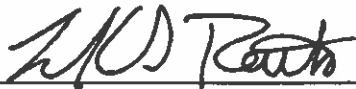
12 Bryan R. Hardy (Nev. Bar No. 10068)  
13 Counsel for Respondent POL

14 DocuSigned by:

15 

16 Date: 10/10/2022

17 (printed name Clayton Kelly Hurst),  
18 On behalf of Respondent POL

19 

20 Date: 10/10/2022

21 L. Kristopher Rath (Nev. Bar No. 5749)  
22 Senior Deputy Attorney General  
23 Counsel for Cannabis Compliance Board

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**ORDER**

WHEREAS, on the 25<sup>th</sup> day of October 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 POL.

IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 25<sup>th</sup> day of October, 2022.

**STATE OF NEVADA,  
CANNABIS COMPLIANCE BOARD**

By:   
HON. MICHAEL L. DOUGLAS, CHAIR