

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

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4           **STATE OF NEVADA, CANNABIS**  
5           **COMPLIANCE BOARD,**

Case No. 2023-01

6                                   **Petitioner,**

7                                   **vs.**

8           **GREENWAY HEALTH COMMUNITY,**  
9           **LLC,**

10                                   **Respondent.**

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

12                                   The Cannabis Compliance Board (the “CCB” or the “Board”), by and through its  
13                                   counsel, Aaron D. Ford, Attorney General for the State of Nevada, and L. Kristopher Rath,  
14                                   Esq., Senior Deputy Attorney General, hereby enters into this Stipulation and Order for  
15                                   Settlement of Disciplinary Action (“Stipulation and Order”) with Respondent Greenway  
16                                   Health Community, LLC (hereinafter “GHC” or “Respondent”), by and through its counsel  
17                                   of record, Charles E. Gianelloni, Esq., and Markie Betor, Esq., of the law firm Snell &  
18                                   Wilmer, L.L.P. Pursuant to this Stipulation and Order, GHC and the CCB (collectively, the  
19                                   “Parties”) hereby stipulate and agree that CCB Case No. 2023-01 (the “Administrative  
20                                   Action”) shall be fully and finally settled and resolved upon the terms and conditions set  
21                                   out herein.

22                                   **PERTINENT FACTS**

23                                   1.       On or about February 28, 2023, the CCB initiated this disciplinary action via  
24                                   the service and filing of a Complaint for Disciplinary Action (the “Complaint”). The  
25                                   Complaint alleges, *inter alia*, that, contrary to Nevada law, the GHC medical and adult-  
26                                   use cannabis production facility (P097 and RP097): (1) failed to immediately admit  
27                                   regulatory personnel into its premises and obstructed regulatory personnel from  
28                                   performing their duties; (2) failed to comply with seed-to-sale tracking requirements

1 multiple times and in three different ways (production logs did not match METRC data;  
2 physical inventory discrepancies with METRC data; and improper use of METRC tags); (3)  
3 failed to properly tag cannabis and cannabis products as required; (4) failed to properly  
4 respond to a Board agent's request for video surveillance footage; (5) failed to timely notify  
5 the CCB of changes in the employment status of 13 of its cannabis establishment agents;  
6 and (6) failed to timely submit required reports to the Board.

7 2. On March 30, 2023, the CCB served Respondent with a Notice of Intent to  
8 Request a Default. Respondent was then provided an extension to answer the Complaint.  
9 Respondent filed its Answer on April 20, 2023, generally denying the allegations in the  
10 Complaint. On April 21, 2023, the CCB filed and served an Order and Notice assigning this  
11 case to the CCB Hearings Division. The matter was assigned to Amy M. Meyer, Hearing  
12 Officer and Administrative Law Judge. The Administrative Action then proceeded through  
13 the ordinary course of the disciplinary process. During the course of the disciplinary process  
14 the Parties engaged in good faith settlement negotiations to attempt to resolve the  
15 Administrative Action short of a disciplinary hearing.

16 3. The Parties reached an agreement in principle for resolving this case. As a  
17 result, the CCB's Hearing Officer approved a stipulation and order to stay the  
18 Administrative Action on August 29, 2023, to allow the Parties to finalize this Stipulation  
19 and Order and for the CCB to consider approval of this Stipulation and Order at its October  
20 24, 2023, meeting.

21 4. The Parties have engaged in good faith settlement negotiations to reach an  
22 agreement that is mutually acceptable to Respondent, CCB staff, and counsel for the CCB,  
23 for resolution of the Administrative Action, with the understanding that this Stipulation  
24 and Order must be approved by a majority vote of the members of the CCB to become  
25 effective.

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**ACKNOWLEDGEMENTS AND APPLICABLE LAW**

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

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

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

7.     GHC acknowledges that this Stipulation and Order shall only become effective after the CCB has approved it.

8.     GHC enters this Stipulation and Order after being fully advised of GHC's rights and as to the consequences of this Stipulation and Order. This Stipulation and Order embodies the entire agreement reached between the CCB and GHC. It may not be altered, amended, or modified without the express written consent of the Parties, and all alterations, amendments and/or modifications must be in writing. The Parties stipulate

1 and agree that this Stipulation and Order, if approved by the Board, resolves only the  
2 allegations set forth in the Administrative Action via the Complaint in Case No. 2023-01.

3 9. In an effort to avoid the cost and uncertainty of a disciplinary hearing, GHC  
4 has agreed to settle these matters. For purposes of settling these matters, GHC  
5 acknowledges that the facts contained in the paragraphs in the above "Pertinent Facts"  
6 portion of this Stipulation and Order are true and correct. Without waiving any  
7 constitutional rights against self-incrimination, GHC further acknowledges that certain  
8 facts contained in the CCB Complaint in Case No. 2023-01 could be found to constitute  
9 violations of Title 56 of NRS (NRS Chapters 678A through 678D), and the NCCR, with  
10 penalties up to and including revocation, suspension, and civil penalties of up to \$322,500  
11 for licenses P097 and RP097, if these matters proceeded to an administrative hearing.

12 10. In settling this matter, the Executive Director for CCB and counsel for CCB  
13 have considered the factors set forth in NCCR 4.030(2), including: the gravity of the  
14 violations; the economic benefit or savings, if any, resulting from the violations; the size of  
15 the business of the violator; the history of compliance with the NCCR and Title 56 of NRS  
16 by the violator; actions taken to remedy and/or correct the violations; and the effect of the  
17 penalty on the ability of the violator to continue in business. Mitigating factors in Case No.  
18 2023-01 include the fact that Respondent cooperated with the CCB's staff in formulating  
19 and instituting a plan of correction (as set forth below) to prevent regulatory violations  
20 from occurring in the future. Respondent also cooperated with the CCB's counsel in  
21 resolving this matter prior to a disciplinary hearing. The Executive Director for CCB and  
22 counsel for CCB also took into account the size of the Respondent's business and the impact  
23 of the civil penalties on its ability to continue with its business. A reasonable civil penalty  
24 has been proposed in this agreement, and Respondent has been provided with a payment  
25 plan, at its request, that will allow full payment over 12 months to mitigate the financial  
26 impact on Respondent.

27 11. To resolve the Administrative Action, and only for those purposes and no  
28 other, GHC specifically admits to the following five violations with respect to the Complaint

1 in CCB Case No. 2023-01:

- 2 a. One violation of NCCR 4.050(1)(a)(3) for failing to comply with seed-to-  
3 sale tracking requirements, which constitutes one Category III  
4 violation.
- 5 b. One violation of NCCR 4.050(1)(a)(23) for failing to comply with  
6 cannabis tagging requirements, which constitutes a second Category  
7 III violation.
- 8 c. One violation of NCCR 4.050(1)(a)(7) for allowing activity which  
9 violates the laws of this State, which constitutes a third Category III  
10 violation.
- 11 d. One violation of NCCR 4.055(1)(a)(14) for failing to properly respond to  
12 a Board Agent's request for video, which constitutes a Category IV  
13 violation.
- 14 e. One violation of NCCR 4.060(1)(a)(7) for failing to submit reports  
15 required by the Board, which constitutes a Category V violation.

16 As to the remaining allegations in the Complaint, GHC neither admits nor denies those  
17 allegations and no civil penalties shall be assessed as to those remaining violations.

18 12. With respect to licenses P097 and RP097, GHC further agrees to pay a civil  
19 penalty in the amount of \$50,000<sup>1</sup> in consideration for its admitted violations in Paragraphs  
20 11(a) through 11(e), above, and to accept a formal CCB warning in consideration for its  
21 admitted first Category V violation in Paragraph 11(e), and in consideration for the CCB's  
22 agreement to resolve the Administrative Action on the terms set forth herein.

23 13. If the CCB approves this Stipulation and Order, it shall be deemed and  
24 considered disciplinary action by the CCB against GHC.

25 14. Both parties acknowledge that the CCB has jurisdiction to consider and order  
26 this Stipulation and Order because GHC holds privileged licenses regulated by the CCB as  
27 of July 1, 2020. GHC expressly, knowingly, and intentionally waives the 21-day and/or 5-  
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<sup>1</sup> To be apportioned \$25,000 to P097 and \$25,000 to RP097.

1 day notice requirements contained in the Nevada Open Meeting Law<sup>2</sup> and acknowledges  
2 that this Stipulation and Order may be presented to the CCB for its consideration and  
3 potential ratification at the CCB's meeting on October 24, 2023.

#### 4 STIPULATED ADJUDICATION

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

8 15. Violations: As to licenses P097 and RP097, GHC is found to have committed  
9 three Category III violations, one Category IV violation, and one Category V violation, as  
10 set forth in Paragraphs 11(a) through 11(e), above.

11 16. Imposition of Civil Penalties. GHC shall pay a total civil penalty in the  
12 amount of Fifty Thousand Dollars (\$50,000) within the time set forth in Paragraph 18  
13 below, to be apportioned as set forth in Paragraph 12, above.

14 17. Formal Warning. In accordance with NCCR 4.060(2)(a)(1), the CCB hereby  
15 issues a formal warning to GHC, as to its first Category V violation in the immediately  
16 preceding three years: GHC shall comply with all requirements and regulations regarding  
17 timely submission of required reports to the CCB. Failure to do so in the future will invoke  
18 additional progressive discipline and shall be considered an aggravating factor in  
19 considering the amount of civil penalties in any future disciplinary actions.

20 18. Payment of Civil Penalties. GHC must pay the total civil penalty set forth in  
21 this agreement within the time frames set forth in this Paragraph and Paragraph 19. GHC  
22 may pay the lump sum of \$50,000 in civil penalties within 30 days of the date the CCB  
23 approves this Stipulation and Order<sup>3</sup> (the "Lump Sum Payment Option"). In the  
24 alternative, GHC may select to pay the civil penalties via a payment plan as set forth in  
25 this Paragraph (the "Payment Plan Option"), in which payment is to be made in  
26 installments over 11 months, on the fifteenth day of the month (or first business day

27 <sup>2</sup> And/or the 7 and 14-calendar day requirements under A.B. 52, Section 6.

28 <sup>3</sup> Which would be Monday, November 27, 2023, if the CCB approves this Stipulation and Order at its October 24, 2023, meeting. Please note that the 30<sup>th</sup> day after the October 24, 2023, CCB meeting falls on Thanksgiving Day (November 23, 2023), thus, the next business day thereafter is November 27, 2023.

1 thereafter), commencing the second month after the CCB approves this Stipulation and  
 2 Order. If this Stipulation and Order is approved at the October 24, 2023, CCB meeting,  
 3 the Payment Plan Option payments shall be made on the following schedule and in the  
 4 indicated amounts:

5 <b>Installment</b>	<b>Payment Deadline</b>	<b>Amount of Payment</b>
6 <b>First Installment</b>	<b>Friday, December 15, 2023</b>	<b>\$2,000<sup>4</sup></b>
7 <b>Second Installment</b>	<b>Tuesday, January 16, 2024</b>	<b>\$2,000</b>
8 <b>Third Installment</b>	<b>Thursday, February 15, 2024</b>	<b>\$2,000</b>
9 <b>Fourth Installment</b>	<b>Friday, March 15, 2024</b>	<b>\$4,000<sup>5</sup></b>
10 <b>Fifth Installment</b>	<b>Monday, April 15, 2024</b>	<b>\$5,000<sup>6</sup></b>
11 <b>Sixth Installment</b>	<b>Wednesday, May 15, 2024</b>	<b>\$5,000</b>
12 <b>Seventh Installment</b>	<b>Monday, June 17, 2024</b>	<b>\$5,000</b>
13 <b>Eighth Installment</b>	<b>Monday, July 15, 2024</b>	<b>\$5,000</b>
14 <b>Ninth Installment</b>	<b>Thursday, August 15, 2024</b>	<b>\$5,000</b>
15 <b>Tenth Installment</b>	<b>Monday, September 16, 2024</b>	<b>\$7,500<sup>7</sup></b>
16 <b>Eleventh Installment</b>	<b>Tuesday, October 15, 2024</b>	<b>\$7,500</b>

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GHC may pay any installment prior to its due date . However, this will not change the due date for any of the subsequent installments. GHC may at any time elect to pay the full amount owed or the entire remaining balance or prepay any monthly installment without prepayment penalty. If GHC does not make the lump sum payment of \$50,000 by November 27, 2023, then it shall be deemed to have selected the Payment Plan Option. If this Stipulation and Order is approved at a CCB meeting later than October 24, 2023, the Parties shall meet and confer and develop a new payment plan schedule which shall be submitted to the CCB's Chair for approval, and the provisions of Paragraph 19 shall apply to that new payment schedule.

<sup>4</sup> Installment Nos. 1, 2, and 3 shall be apportioned \$1,000 each to P097 and RP097.

<sup>5</sup> Installment No. 4 shall be apportioned \$2,000 each to P097 and RP097.

<sup>6</sup> Installment Nos. 5, 6, 7, 8, and 9 shall be apportioned \$2,500 each to P097 and RP097.

<sup>7</sup> Installment Nos. 10 and 11 shall be apportioned \$3,750 each to P097 and RP097.

1           19. Penalties for Failure to Comply with Payment Deadlines. GHC acknowledges  
2 that it is critical to comply with the strict requirements of the deadlines for payment set  
3 forth in this agreement under the Lump Sum Payment Option and/or the Payment Plan  
4 Option, whichever it should select. GHC agrees that, should it fail to timely make any  
5 installment payment under the Payment Plan Option (or fail to comply with the Lump Sum  
6 Payment Option, if applicable), the following penalties and procedures will be in effect:

- 7           a. CCB will allow a five business day grace period for late payment<sup>8</sup>.
- 8           b. If any payment is not physically received by CCB at its Carson City  
9 office by 5:00 p.m., Pacific Time, on the last day of the grace period  
10 within which it is due, GHC shall be deemed to be in breach of this  
11 Stipulation and Order, deemed to be in default, and deemed to have  
12 admitted all allegations in the CCB Complaint in Case No. 2023-01 and  
13 shall pay all penalties and receive all discipline set forth under the  
14 “Relief Requested” section of the Complaint, inclusive of a 123 day  
15 suspension of licenses P097 and RP097, and civil penalties totaling  
16 \$322,500. The CCB will enter an order of default to this effect after  
17 default and all amounts due under this subsection shall be immediately  
18 due and payable to CCB and licenses P097 and RP097 immediately  
19 suspended. If all amounts due under this subsection are not paid  
20 within 90 days after the date of the order of default, licenses P097 and  
21 RP097 shall be deemed and ordered voluntarily surrendered. GHC  
22 agrees it cannot and will not file any petition for judicial review and/or  
23 any action in any forum for relief from this order of default and that the  
24 CCB may file any judicial action necessary to recover the amounts owed  
25 under this subsection, along with its attorneys’ fees and costs for  
26 recovery of amounts owed.

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27 <sup>8</sup> If a check or other form of payment is returned for insufficient funds, or otherwise rejected, the failed  
28 payment will not be considered a payment and no additional time beyond the five business days grace period  
will be granted for payment.



1 c. GHC may petition the CCB for an extension of 30-days to pay any of  
2 the installments set forth in Paragraph 18 (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, GHC 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 19(c), there shall be no  
13 grace period on the new payment date or dates. If GHC does not pay by  
14 the new payment date or dates, the provisions and penalties of  
15 Paragraph 19(b) apply.

16 20. 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) GHC agrees that it shall maintain certain fixed business hours, at a minimum  
21 of Tuesdays and Thursdays every week from 10:00 a.m. through 12:00 p.m., Pacific Time,  
22 which hours of operation it shall report to the CCB immediately<sup>9</sup> at  
23 [auditinspections@ccb.nv.gov](mailto:auditinspections@ccb.nv.gov), during which times an employee will be on the premises, in  
24 order to facilitate random CCB inspections; (2) All of GHC's staff have been instructed to  
25 fully cooperate with CCB agents in their inspections of GHC's cannabis establishment; (3)  
26 GHC has updated its list of employees in METRC and will continue to update that list as  
27 required; (4) GHC terminated certain employees responsible for METRC/inventory  
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<sup>9</sup> Any future changes to these times shall also be reported to the CCB at the email set forth in this Paragraph.

1 discrepancies, ensured other employees received additional and appropriate METRC  
2 training, started using updated procedures for the production log process, and conducted a  
3 METRC clean-up; (5) GCH destroyed cannabis that was not properly accounted for in  
4 METRC; (6) GHC has worked with its security company to ensure that it can more readily  
5 and timely provide CCB agents with security video footage when requested; and (7) GHC  
6 provided the required inventory reports to CCB and has implemented a new inhouse  
7 calendaring system to ensure reports are timely submitted. Respondent further represents  
8 and warrants that it is now, as of the date it has executed this Stipulation and Order,  
9 operating in full compliance with NRS Title 56 and the NCCR.

10 21. Contingency if Approval Denied. If approval of this Stipulation and Order is  
11 denied by the CCB, GHC and counsel for the CCB agree to resume settlement negotiations  
12 in good faith and attempt to reach an agreement to amend this Stipulation and Order and  
13 resubmit an amended Stipulation and Order to the CCB to review for approval at a  
14 subsequent regularly scheduled CCB meeting. If such an agreement cannot be reached, the  
15 Parties agree to continue to proceed with the Administrative Action, and the matter to  
16 proceed to a disciplinary hearing before the CCB's assigned hearing officer in the ordinary  
17 course. Should the Administrative Action proceed for the reasons set forth in this  
18 Paragraph, CCB preserves all its claims and arguments in the Administrative Action as  
19 set forth in its Complaint and GHC preserves all its defenses and arguments as set forth  
20 in its Answer, and withdraws all waivers set forth herein. An unapproved Stipulation and  
21 Order shall not be admissible as evidence or referenced in argument at any disciplinary  
22 hearing in CCB Case No. 2023-01 or any other matter involving the CCB.

23 22. Contingency if Approval Conditioned. If the CCB approves this Stipulation  
24 and Order, but said approval is contingent on certain conditions, the Parties will undertake  
25 further good faith negotiations to include said conditions in an amended stipulation and  
26 order for execution by the CCB Chair. If GHC does not agree to the certain conditions  
27 imposed by the CCB, the Parties will undertake additional negotiations and attempt to  
28 reach an agreement to amend this Stipulation and Order and resubmit an amended

1 stipulation and order to the CCB to review for approval at a subsequent regularly scheduled  
2 meeting. If such an agreement cannot be reached, the Parties agree to continue to proceed  
3 with the Administrative Action, and the matter to proceed to a disciplinary hearing before  
4 the CCB's assigned hearing officer in the ordinary course. Should the Administrative  
5 Action proceed for the reasons set forth in this Paragraph, CCB preserves all its claims and  
6 arguments in the Administrative Action as set forth in its Complaint and GHC preserves  
7 all its defenses and arguments set forth in its Answer, and withdraws all waivers set forth  
8 herein. An unapproved Stipulation and Order shall not be admissible as evidence or  
9 referenced in argument at any disciplinary hearing in CCB Case No. 2023-01 or any other  
10 matter involving the CCB.

11       23.    Closure of Disciplinary Action. Once this Stipulation and Order is fully  
12 performed by GHC, the Administrative Action will be closed.

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

1 should the CCB decline to approve this Stipulation and Order, GHC will not contest or  
2 otherwise object to any CCB member, and/or CCB appointed hearing officer, hearing and  
3 adjudicating the Administrative Action based on the aforementioned *ex parte*  
4 communications with anyone from the Nevada Attorney General's Office.

5       25. Release. Respondent agrees that the State of Nevada, the CCB, the Office of  
6 the Attorney General, and each of their members, staff, attorneys, investigators, experts,  
7 hearing officers, consultants and agents are immune from any liability for any decision or  
8 action taken in good faith in response to information and data acquired by the CCB.  
9 Respondent agrees to release the State of Nevada, the CCB, the Office of the Attorney  
10 General, and each of their members, staff, attorneys, investigators, experts, hearing  
11 officers, consultants and agents from any and all manner of actions, causes of action, suits,  
12 debts, judgments, executions, claims and demands whatsoever, known or unknown, in law  
13 or equity, that Respondent ever had, now has, may have or claim to have against any and/or  
14 all of the persons, government agencies or entities named in this Paragraph, arising out of,  
15 or by reason of, CCB's investigation of the matters set forth in the Complaint, the matters  
16 set forth in this Stipulation and Order, and/or the administration of CCB Case No. 2023-  
17 01.

18       26. No Precedence. The Parties agree: (1) That this Stipulation and Order shall  
19 not constitute a precedent for any other issues or proceedings before the CCB and/or in any  
20 other forum, other than those set forth in this Stipulation and Order; (2) That this  
21 Stipulation and Order shall not be admissible in any other proceeding or action with respect  
22 to proof of fact or any other matter and/or any other licensee and/or cannabis establishment,  
23 except proceedings brought to enforce this Stipulation and Order under its terms and/or for  
24 the CCB's consideration of future disciplinary action against this Respondent.

25       Furthermore, the CCB may consider the discipline imposed herein in any future  
26 disciplinary action against Respondent, as required under NCCR 4.030(2), along with the  
27 other factors set forth in NCCR 4.030(2), and possible progressive discipline pursuant to  
28 NCCR 4.035 through 4.060. As every case concerns different facts and details, this

1 Stipulation does not act as precedence, or persuasive authority, to bind CCB to impose any  
2 particular penalty, to charge or allege any particular violation, and/or to impose any  
3 particular disciplinary action in the future for this Respondent, or any other respondent,  
4 for violations of the same statutes and/or regulations addressed in this Stipulation and  
5 Order. Likewise, CCB is not bound by any previous settlement agreements it has approved  
6 in entering into this Stipulation and Order.

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

9       28. Further Assurances. The Parties shall cooperate in executing such additional  
10 documents and performing such further acts as may be reasonably necessary to give effect  
11 to the purposes and provisions of this Stipulation and Order.

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

25       30. Warranties of Authority. The Parties to this Stipulation and Order, and each  
26 of them, expressly warrant and represent to all other Parties that each has the full right,  
27 title, and authority to enter into and to carry out its obligations hereunder, with the sole  
28 exception of the required approval of this Stipulation and Order by the CCB. The Parties

1 also expressly acknowledge the foregoing authority.

2 31. Binding Effect. This Stipulation and Order shall be binding upon and inure  
3 to the benefit of the Parties hereto and the Parties' respective successors, predecessors,  
4 parents, affiliates, shareholders, employees, heirs, executors, assigns, and administrators.

5 32. Construction. The headings of all Sections and Paragraphs of this Stipulation  
6 and Order are inserted solely for the convenience of reference and are not a part of the  
7 Stipulation and Order and are not intended to govern, limit, or aid in the construction or  
8 interpretation of any term or provision of this Stipulation and Order. In the event of a  
9 conflict between such caption and the paragraph at the head of which it appears, the  
10 paragraph and not such caption shall govern in the construction of this Stipulation and  
11 Order.

12 33. Governing Law. This Stipulation and Order shall be governed by and  
13 construed in accordance with the laws of the State of Nevada, without reference to conflict  
14 of law principles.

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

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

26 36. Time is of the Essence. Time is of the essence in the performance of all terms  
27 of this Stipulation and Order.

28 37. Severability. If any portion of this Stipulation and Order, or its application

1 thereof to any person or circumstance, shall be deemed to any extent to be invalid, illegal,  
2 or unenforceable as a matter of law, all remaining clauses of this Stipulation and Order  
3 and its application thereof shall be not affected and shall remain enforceable to the fullest  
4 extent permitted by law.

5 38. Counterparts and Copies. This Stipulation and Order may be executed in  
6 counterparts, each of which when so executed and upon delivery to counsel of record for the  
7 Parties shall be deemed an original ("Counterparts"). This Stipulation and Order shall be  
8 deemed executed when Counterparts of this Stipulation and Order have been executed by  
9 all the Parties and/or their counsel; such Counterparts taken together shall be deemed to  
10 be the Agreement. This Stipulation and Order may be executed by signatures provided by  
11 electronic facsimile or email, which signatures shall be binding and effective as original  
12 wet ink signatures hereupon. All fully executed copies of this Stipulation and Order are  
13 duplicate originals, equally admissible in evidence.

14  
15 IN WITNESS WHEREOF, this Stipulation and Order has been executed by the  
16 Parties and attested by their duly authorized representatives as of the date(s) so indicated.  
17 The Effective Date of this Stipulation and Order shall be the date it is ordered by the CCB.

18 

19 \_\_\_\_\_ Date: 10-10-2023

20 Charles E. Gianelloni (Nev. Bar No. 12747)  
21 Markie Betor (Nev. Bar No. 15505)  
22 Counsel for Respondent GHC

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24 \_\_\_\_\_ Date: 10.07.2023

25 (printed name Daniel Caravette),  
26 On behalf of Respondent GHC

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Date: 10/10/2023

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

**ORDER**

WHEREAS, on the 24<sup>th</sup> day of October 2023, 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 GHC.

IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 24 day of October, 2023.

**STATE OF NEVADA,  
CANNABIS COMPLIANCE BOARD**

By:   
Adriana Guzmán Fralick, Chair