



1 Facility. The Complaint further alleges that Respondent's actions, if intentional, constitute  
2 at least one (1) Category I violation, allowing for revocation of his Agent Card [REDACTED]  
3 or a civil penalty of \$4,500 and suspension of said agent card for not more than thirty (30)  
4 days NCCR 4.035(2)(a)(1). Alternatively, these violations, if unintentional, constitute at  
5 least one (1) Category II violation under NCCR 4.040(1)(a)(1), which allows for a civil  
6 penalty of \$1,250 and suspension for not more than twenty (20) days of Respondent's Agent  
7 Card [REDACTED]. NCCR 4.040(2)(a)(1). Further, if Respondent's representations to the  
8 Facility regarding destruction are taken as correct, such violation constitutes one (1)  
9 Category III violation, allowing for a civil penalty of \$500. NCCR 4.050 (2)(a)(1).

10 2. Subject to the agreed upon extensions, Respondent filed his Answer and/or a  
11 Request for a Hearing on June 22, 2023. The matter was then referred to CCB Hearing  
12 Officer, Administrative Law Judge Amy M. Meyer, ("ALJ Meyer") on June 23, 2023. The  
13 Parties participated in an Early Case Conference on July 19, 2023, which set associated  
14 deadlines and hearing dates of October 9-10, 2023. The Parties submitted a stipulation  
15 and order to stay such deadlines and vacate the hearing dates from calendar, which the  
16 ALJ Meyer signed and issued on September 19, 2023.

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

#### 22 **ACKNOWLEDGEMENTS AND APPLICABLE LAW**

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

25 4. Respondent has entered into this Stipulation and Order on his own behalf with  
26 full authority to resolve the claims against him and is aware of his rights to contest the  
27 violations pending against him. These rights include representation by an attorney at his  
28 own expense, the right to a hearing on any violations or allegations formally filed, the right

1 to confront and cross-examine witnesses called to testify against him, the right to present  
2 evidence on his own behalf, the right to testify on his own behalf, the right to obtain any  
3 other type of formal judicial review of this matter, and any other rights which may be  
4 accorded to him under provisions of Title 56 of the Nevada Revised Statutes (“NRS”) (NRS  
5 Chapters 678A through 678D), the Nevada Cannabis Compliance Regulations (“NCCR”),  
6 and any other provisions of Nevada law. Respondent waives all these rights by entering  
7 into this Stipulation and Order. If the CCB rejects this Stipulation and Order, all such  
8 waivers shall be deemed withdrawn by Respondent.

9 5. Should this Stipulation and Order be rejected by the Board or not timely performed  
10 by Respondent, 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  
14 proceedings and that no CCB Member shall be disqualified or challenged for bias.

15 6. Respondent acknowledges that this Stipulation and Order shall only become  
16 effective after the CCB has approved it.

17 7. Respondent enters this Stipulation and Order after being fully advised of his 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 Respondent. It may not be  
20 altered, amended, or modified without the express written consent of the Parties. All  
21 alterations, amendments, and/or modifications to this Stipulation and Order must be in  
22 writing. The Parties stipulate and agree that this Stipulation and Order, if approved by the  
23 CCB, resolves only the allegations set forth in the Administrative Action via the Complaint  
24 in Case No. 2023-014.

25 8. In an effort to avoid the cost and uncertainty of a disciplinary hearing, Respondent  
26 has agreed to settle this matter. For purposes of settling this matter, Respondent  
27 acknowledges that the facts contained in the Paragraphs in the above “PERTINENT  
28 FACTS” portion of this Stipulation and Order are true and correct. Without waiving any

1 constitutional rights against self-incrimination, Respondent further acknowledges that  
2 certain facts contained Complaint in Case No. 2023-014, could be found to constitute  
3 violations of Title 56 of NRS (NRS Chapters 678A through 678D) and the NCCR, with  
4 penalties up to and including revocation of Respondent's Agent Card No. [REDACTED]  
5 and/or 30-day suspension and civil penalties of up to \$6,250 if this matter went to an  
6 administrative hearing.

7 9. Factors Considered. In settling this matter, the CCB took into consideration,  
8 without conceding retroactive application,<sup>1</sup> whether the factors listed in S.B. 195 § 3, 2023  
9 Leg., 82nd Sess. (NV. 2023)(to be codified under Chapter 678A of NRS)(effective June 13,  
10 2023) were present. Additionally, the CCB's Executive Director and CCB's counsel have  
11 considered the factors set forth in NCCR 4.030(2) in assessing the civil penalty in this  
12 matter, including the gravity of the violations; the economic benefit or savings, if any,  
13 resulting from the violations; the size of the business of the violator; the history of  
14 compliance with the NCCR and Title 56 of NRS by Respondent; actions taken to remedy  
15 and/or correct the violations; and the effect of the penalty on the ability of Respondent to  
16 continue in business. A reasonable civil penalty of \$1,500, 14 calendar day suspension, and  
17 METRC training requirements have been proposed, as outlined in Paragraph 11. These  
18 penalties take into account (1) the time between January 23, 2023, and April 27, 2023,  
19 during which Respondent did not work for the Facility nor in the cannabis industry, (2) no  
20 recorded history of Respondent committing prior violations of Title 56 of the NRS or the  
21 NCCR, (3) the associated civil penalties requested in the Complaint for One (1) Category II  
22 violation of \$1,250, a 20-day suspension, and (4) in alignment with the education  
23 mechanisms the CCB is developing to educate and advise licensees and registrants on  
24 compliance with the provisions of Title 56 of the NRS.<sup>2</sup>

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26 <sup>1</sup> The CCB's staff and counsel do not concede in any way that S.B. 195, 2023 Leg., 82nd Sess. (NV. 2023) is  
27 applicable to CCB Case No. 2023-021, as the violations and events at issue arose prior to the enactment of  
this legislation, which does not have any provisions allowing its retroactive application.

28 <sup>2</sup> See S.B. 328 § 1.7, 2023 Leg., 82nd Sess. (NV. 2023)(to be codified at NRS 678A.450(1)(b))(effective June 14,  
2023) allowing the CCB to adopt regulations establishing education mechanisms the Board deems necessary

1 10. For the sole purpose of resolving the Administrative Action, Respondent  
2 specifically admits to one (1) Category II violation under NCCR 4.040(1)(a)(1) for making  
3 an unintentional false statement or representation of fact to the Board or Board Agents. As  
4 to the remaining allegations in the Complaint, Respondent neither admits nor denies those  
5 allegations, and no civil penalties shall be assessed for those remaining violations.

6 11. In consideration for his admitted violation in Paragraph 10 and for the CCB's  
7 agreement to resolve the Administrative Action on the terms set forth herein, Respondent  
8 agrees to:

9 a. payment of a civil penalty of \$1,500, as outlined in Paragraph 16, "Payment of  
10 Civil Penalties," section below;

11 b. fourteen (14) calendar day suspension of Respondent's Agent Card No.  
12 [REDACTED], to commence after the CCB approves this Stipulation and  
13 Order.<sup>3</sup> Respondent is prohibited from working in the cannabis industry  
14 during this suspension period. This suspension does not impact his ability  
15 to work in a non-cannabis-related position or industry. Once the  
16 suspension period terminates, Respondent may resume working in the  
17 cannabis industry; and

18 c. successful completion of the "NV Advanced Cultivator Training" course  
19 provided by METRC. Respondent must complete this course within thirty  
20 (30) days of the date the CCB approves this Stipulation and Order<sup>4</sup>.

21 12. Respondent agrees and understands that his failure to strictly abide by any of the  
22 settlement terms in Paragraph 11 above will result in Respondent defaulting on this  
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24 \_\_\_\_\_  
to ensure the compliance of a licensee or registrant with the provisions of Title 56 of the NRS.

25 <sup>3</sup> The suspension starts on the first full calendar day after the CCB approves this Stipulation and Order at a  
26 Board Meeting. For example, should the CCB approve this Stipulation and Order at its October 24, 2023,  
27 Board meeting, the suspension period starts on 12:00 a.m., Pacific Time, Wednesday October 25, 2023, and  
ends on 11:59 p.m., Pacific Time, Wednesday November 7, 2023, making Respondent eligible to resume  
working in the cannabis industry on 12:00 a.m. Pacific Time, Thursday November 8, 2023.

28 <sup>4</sup> Which would be no later than Monday, November 27, 2023, given the Thanksgiving holiday, should the  
Board approve this Stipulation and Order on October 24, 2023.

1 Stipulation and Order with all allegations in the CCB Complaint in Case No. 2023-014  
2 being deemed admitted. See Paragraph 17(b) regarding terms of default.

3 13. If the CCB approves this Stipulation and Order, it shall be deemed and considered  
4 disciplinary action by the CCB against Respondent.

5 14. Both Parties acknowledge that the CCB has jurisdiction to consider and order this  
6 discipline because Respondent holds and/or held privileged licenses or cannabis  
7 establishment agent cards regulated by the CCB as of July 1, 2020. Respondent expressly,  
8 knowingly, and intentionally waives the twenty-one (21) day and/or five (5) day notice  
9 requirements contained in the Nevada Open Meeting Law<sup>5</sup> and acknowledges that this  
10 Stipulation and Order may be presented to the CCB for its consideration and potential  
11 ratification at a subsequent regularly scheduled CCB meeting, currently scheduled for  
12 October 24, 2023.

13 **STIPULATED ADJUDICATION**

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

17 15. Suspension. Respondent's Agent Card No. [REDACTED] will be suspended for a  
18 fourteen (14) calendar day period as outlined in Paragraph 11(b) above. In exchange for  
19 Respondent's agreements herein, the CCB shall not seek any further discipline against him  
20 for the violations alleged in the Complaint in Case No. 2023-014.

21 16. Payment of Civil Penalties. Respondent must pay the civil penalty set forth in this  
22 agreement within the time frames set forth in this Paragraph and Paragraph 17. If the  
23 CCB approves this Stipulation and Order at its October 24, 2023, meeting, Respondent  
24 must pay \$1,500 no later than 5:00 p.m., Pacific Time, on Monday, November 27, 2023,  
25 given the Thanksgiving holiday, If the CCB's Board approves this (or an amended)

26  
27  
28 <sup>5</sup> And/or the seven (7) and fourteen (14) calendar day requirements under A.B. 52, § 6, 2023 Leg., 82nd Sess. (NV. 2023)(to be codified at NRS 241.033)(effective July 1, 2023).

1 Stipulation and Order after its October 24, 2023, meeting, Respondent must pay the civil  
2 penalty set forth in this agreement no later than 5:00 p.m., Pacific Time thirty (30) days  
3 from the date the CCB approves this (or an amended) Stipulation and Order.<sup>6</sup> If this  
4 Stipulation and Order is approved at a CCB meeting later than October 24, 2023, the  
5 Parties shall meet and confer and develop a new payment plan schedule which shall be  
6 submitted to the CCB's Chair for approval, and the provisions of Paragraph 17 shall apply  
7 to that new payment schedule.

8 17. Penalties for Failure to Comply with Payment Deadlines. Respondent  
9 acknowledges that it is critical to comply with the strict requirements of the deadline for  
10 payment. Respondent agrees that should he fail to make timely payment of the civil  
11 penalty, the following penalties and procedures will be in effect:

- 12 a. The CCB will allow a five (5) ***business day*** grace period for late payment.<sup>7</sup>
- 13 b. If payment is not physically received by the CCB at its Carson City office by 5:00  
14 p.m., Pacific Time, on the last day of the grace period, Respondent shall be deemed  
15 to be in breach of this Stipulation and Order, deemed to be in default, and deemed  
16 to have admitted all allegations in the CCB's Complaint in Case No. 2023-014 and  
17 shall pay all penalties and receive all discipline set forth under the "RELIEF  
18 REQUESTED" section of the Complaint, inclusive of the revocation of Agent Card  
19 No. [REDACTED] (effective on the date of the order of default) and civil penalties of  
20 \$6,250. The CCB will enter an order of default to this effect after default, and all  
21 amounts due under this subsection shall be immediately due and payable to the  
22 CCB. If all amounts due under this section are not paid within ninety (90) days  
23 after the date of the order of default, Agent Card No. [REDACTED] shall be deemed  
24

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25 <sup>6</sup> Should the due date fall on a Saturday, Sunday, or a holiday recognized by the State of Nevada, payment  
26 shall be due on the first following business day, to be received no later than 5:00 p.m., Pacific Time, on that  
date.

27 <sup>7</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 (5) business day grace  
period will be granted for payment.

1 voluntarily surrendered. Respondent agrees he cannot and will not file any petition  
2 for judicial review and/or any action in any forum for relief from this order of  
3 default and that the CCB may file any judicial action necessary to recover the  
4 amounts owed under this subsection, along with its attorneys' fees and costs for  
5 recovery of amounts owed. In the event of default under this Paragraph,  
6 Respondent would not be eligible to apply for reinstatement of his revoked Agent  
7 Card No. [REDACTED] for nine (9) years after the date of revocation, and any such  
8 application would not be granted without prior payment of the full amount of  
9 \$6,250.

10 c. Respondent may petition the CCB for an extension of the date to pay the civil  
11 penalty. However, for the CCB to consider any such petition, the CCB must receive  
12 said petition no later than five (5) ***business days*** prior to the payment deadline  
13 (which does not include any grace period). The CCB is not required to grant such a  
14 petition. In such a petition, Respondent must demonstrate to the satisfaction of the  
15 CCB that there are extraordinary and unusual circumstances necessitating the  
16 extension requested. The CCB may delegate the decision as to whether to grant  
17 such a petition to the CCB Chair.

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

22 18. Contingency if Approval Denied. If the CCB does not approve, i.e., denies this  
23 Stipulation and Order, Respondent and counsel for the CCB agree to resume settlement  
24 negotiations in good faith and attempt to reach an agreement to amend this Stipulation  
25 and Order and resubmit an amended Stipulation and Order to the CCB to review for  
26 approval at a subsequent regularly scheduled CCB meeting. If the Parties cannot reach  
27 such an agreement, the Parties agree to proceed with the Administrative Action and the  
28 matter to proceed to a disciplinary hearing before the CCB's assigned hearing officer in the



1 ordinary course. Should the Administrative Action proceed for the reasons outlined in this  
2 Paragraph, the CCB preserves all its claims and arguments in the Administrative Action  
3 as outlined in its Complaint in Case No. 2023-014, and Respondent preserves all defenses  
4 and arguments set forth in his Answer and Request for Hearing and withdraws all waivers  
5 set forth herein. An unapproved Stipulation and Order shall not be admissible as evidence  
6 or referenced in argument at any disciplinary hearing in CCB Case No. 2023-014 or any  
7 other matter involving the CCB.

8 19. Contingency if Approval Conditioned. If the CCB approves this Stipulation and  
9 Order but said approval is contingent on certain conditions, the Parties will undertake  
10 further good faith negotiations to include said conditions in an amended Stipulation and  
11 Order for execution by the CCB Chair. If Respondent does not agree to the specific  
12 conditions imposed by the CCB, the Parties will undertake additional negotiations and  
13 attempt to reach an agreement to amend this Stipulation and Order and resubmit an  
14 amended Stipulation and Order to the CCB to review for approval at a subsequent  
15 regularly scheduled meeting. If the Parties cannot reach such an agreement, the Parties  
16 agree to proceed with the Administrative Action and the matter to proceed to a disciplinary  
17 hearing before the CCB's assigned hearing officer in the ordinary course. Should the  
18 Administrative Action proceed for the reasons outlined in this Paragraph, the CCB  
19 preserves all its claims and arguments in the Administrative Action as outlined in its  
20 Complaint in Case No. 2023-014, and Respondent preserves all defenses and arguments  
21 asserted in his Answer and withdraws all waivers set forth herein. An unapproved  
22 Stipulation and Order shall not be admissible as evidence or referenced in argument at any  
23 disciplinary hearing in CCB Case No. 2023-014 or any other matter involving the CCB.

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

26 21. Nothing in this Stipulation and Order shall preclude the CCB from pursuing any  
27 separate disciplinary actions against the cannabis licenses for the Facility or cannabis  
28 establishment agent registration cards of the employees and/or agents at the Facility who

1 participated in, authorized, and/or perpetrated the acts and omissions set forth in the  
2 Complaint, and the CCB specifically reserves its rights to do so. The Parties agree that  
3 should the CCB approve this Stipulation and Order, this Stipulation and Order and the  
4 Complaint in CCB Case No. 2023-014 may be used as evidence at any subsequent  
5 disciplinary proceedings and hearings regarding cannabis establishment agents described  
6 in this Paragraph.

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

28       23. Release. Respondent agrees that the State of Nevada, the CCB, the Office of the

1 Attorney General, and each of their members, staff, attorneys, investigators, experts,  
2 hearing officers, consultants, and agents are immune from any liability for any decision or  
3 action taken in good faith in response to information and data acquired by the CCB.  
4 Respondent agrees to release the State of Nevada, the CCB, the Office of the Attorney  
5 General, and each of their members, staff, attorneys, investigators, experts, hearing  
6 officers, consultants, and agents from any and all manner of actions, causes of action, suits,  
7 debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law  
8 or equity, that Respondent ever had, now has, may have or claim to have against any and/or  
9 all of the persons, government agencies or entities named in this Paragraph, arising out of,  
10 or because of, the CCB's investigation of the matters outlined in its Complaint, the matters  
11 outlined in this Stipulation and Order, or the administration of Case No. 2023-014.

12 24. No Precedence. *Except as otherwise set forth in Paragraph 21 above*, the  
13 Parties agree that this Stipulation and Order (a) shall not constitute a precedent for any  
14 other issues or proceedings before the CCB and/or in any other forum, other than those set  
15 forth in this Stipulation and Order; and (b) shall not be admissible in any other proceeding  
16 or action with respect to proof of fact or any other matter and/or any other licensee and/or  
17 cannabis establishment, except proceedings brought to enforce this Stipulation and Order  
18 under its terms and/or for the CCB's consideration of future disciplinary action against this  
19 Respondent, and except with respect to any disciplinary proceedings against the Facility  
20 or cannabis establishment agents who participated in, authorized, and/or perpetrated the  
21 acts and omissions set forth in the Complaint. Furthermore, the CCB may consider the  
22 discipline imposed herein in any future disciplinary action against Respondent, as required  
23 under NCCR 4.030(2), along with the other factors set forth in NCCR 4.030(2), and possible  
24 progressive discipline pursuant to NCCR 4.035 through 4.060. As every case concerns  
25 different facts and details, this Stipulation does not act as precedence or persuasive  
26 authority to bind CCB to impose any particular penalty, to charge or allege any particular  
27 violation, and/or to impose any particular disciplinary action in the future for this  
28 Respondent, or any other respondent (except as set forth in Paragraph 21, above), for

1 violations of the same statutes and/or regulations addressed in this Stipulation and Order.  
2 Likewise, CCB is not bound by any previous settlement agreements it has approved in  
3 entering into this Stipulation and Order.

4 25. Attorneys' Fees and Costs. The Parties each agree to bear their own attorneys'  
5 fees and costs.

6 26. Further Assurances. The Parties shall cooperate in executing such additional  
7 documents and performing such further acts as may be reasonably necessary to give effect  
8 to the purposes and provisions of this Stipulation and Order.

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

21 28. Warranties of Authority. The Parties to this Stipulation and Order, and each of  
22 them, expressly warrant and represent to all other Parties that each has the full right, title,  
23 and authority to enter into and to carry out their obligations hereunder, with the sole  
24 exception of the required approval of this Stipulation and Order by the CCB. The Parties  
25 also expressly acknowledge the foregoing authority.

26 29. Binding Effect. This Stipulation and Order shall be binding upon and inure to the  
27 benefit of the Parties hereto and the Parties' respective successors, predecessors, parents,  
28 affiliates, shareholders, employees, heirs, executors, assigns, and administrators.

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

8       31. Governing Law. This Stipulation and Order shall be governed by and construed in  
9 accordance with the laws of the State of Nevada, without reference to conflict of law  
10 principles.

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

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

23       34. Time is of the Essence. Time is of the essence in the performance of all terms of  
24 this Stipulation and Order.

25       35. Severability. If any portion of this Stipulation and Order, or its application thereof  
26 to any person or circumstance, is held to any extent to be invalid, illegal, or unenforceable  
27 as a matter of law, all remaining clauses of this Stipulation and Order and its application  
28 thereof shall be not affected and shall remain enforceable to the fullest extent permitted by

1 law.

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

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

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10/11/2023

Date: \_\_\_\_\_

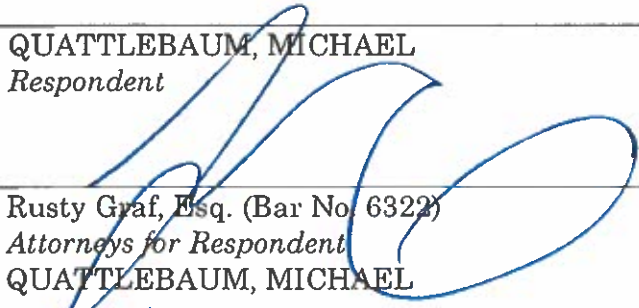
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QUATTLEBAUM, MICHAEL  
*Respondent*

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Rusty Graf, Esq. (Bar No. 6322)  
*Attorneys for Respondent*  
QUATTLEBAUM, MICHAEL

Date: 10/18/23

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Emily N. Bordelove, Esq. (Bar No. 13202)  
Senior Deputy Attorney General  
*Attorneys for the Cannabis Compliance Board*

Date: 10/18/2023

Date: \_\_\_\_\_

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**ORDER**

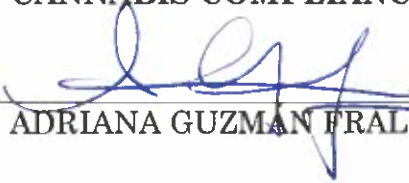
1  
2 WHEREAS, on 24th day of October, 2023, the Nevada Cannabis  
3 Compliance Board approved and adopted all the terms and conditions set forth in the  
4 Stipulation and Order for Settlement of Disciplinary Action with QUATTLEBAUM,  
5 MICHAEL.

6 IT IS SO ORDERED.

7 SIGNED AND EFFECTIVE this 24<sup>th</sup> day of October, 2023.

8  
9 **STATE OF NEVADA,  
CANNABIS COMPLIANCE BOARD**

10 By:

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12 ADRIANA GUZMAN FRALICK, CHAIR  
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