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BEFORE THE CANNABIS COMPLIANCE BOARD
STATE OF NEVADA

STATE OF NEVADA, CANNABIS
COMPLIANCE BOARD,

Case No. 2021-55

Petitioner,

vs.

THE HARVEST FOUNDATION, LLC,

Respondent.

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

The Cannabis Compliance Board (the “CCB” or the “Board”), 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 First Amended Stipulation and Order for Settlement of Disciplinary Action (the “Amended Stipulation and Order”) with Respondent The Harvest Foundation, LLC (hereinafter “THF” or “Respondent”), by and through its Cannabis Receiver, Kevin Singer (the “Receiver”), by and through the Receiver’s counsel, John J. Savage, Esq., of the law firm of Howard & Howard Attorneys PLLC, as follows:

1. On or about July 25, 2023, the Board approved the Stipulation and Order for Settlement of Disciplinary Action in CCB Case No. 2021-55 (the “Stipulation and Order”), which is attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein.
2. The Eighth Judicial District Court, in Case No. A-18-783185-C¹ had previously approved the Stipulation and Order on June 12, 2023.

¹ Kevin Singer was appointed cannabis receiver over THF, subject to the approval of the CCB, in said case on July 22, 2022. The CCB approved Kevin Singer as cannabis receiver over the THF licenses on October 3, 2022.

1 3. Pursuant to Paragraph 11 of the Stipulation and Order, the Parties (defined
2 on page 1 of the Stipulation and Order as the CCB and THF) may agree in writing to amend
3 or modify the Stipulation and Order. As set forth herein, the CCB and THF hereby agree
4 to amend and modify the Stipulation and Order.

5 4. In accordance with the Stipulation and Order, the Receiver for THF has
6 attempted to sell THF's cannabis cultivation licenses (establishment identification Nos.
7 C086 and RC086) for the highest available amount. However, due to market conditions
8 and other issues, the Receiver for THF has been unable to locate a purchaser willing to pay
9 an amount for the THF licenses that would cover the civil penalty of \$200,000 imposed in
10 the Stipulation and Order.

11 5. The Receiver for THF requested, and the CCB granted, an extension to submit
12 the Transfer of Interest Request ("TOI") required under the Stipulation and Order to no
13 later than April 22, 2024.

14 6. To date, the best offer for purchase of the THF licenses has been for \$100,000.
15 The Receiver for THF and his counsel are owed over \$100,000 for their services during the
16 receivership and THF has not generated any revenue, as its licenses remain in conditional
17 status.

18 7. Based on the foregoing, THF and the CCB staff and counsel agree that, subject
19 to the Board's approval, the Stipulation and Order be amended and modified to reflect that
20 the civil penalty amount of \$200,000 set forth in Paragraphs 16 and 22 of the Stipulation
21 and Order be modified and changed to \$30,000 (thirty-thousand dollars)².

22 8. In addition to Board approval, this Amended Stipulation and Order is subject
23 to the approval of the receivership Court in Case No. A-18-783185-C.

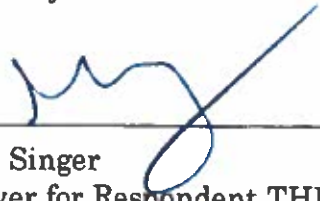
24 9. Counsel for the CCB, as well as the CCB staff, recommend approval of this
25 Amended Stipulation and Order.

26 10. Except as otherwise set forth in this Amended Stipulation and Order, all of
27 the terms, conditions, requirements, statements, and recitations set forth in the Stipulation
28

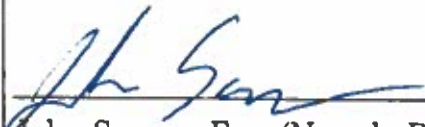
² To be apportioned \$15,000 to RC086 and \$15,000 to C086.

1 and Order remain in full force and effect.


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

6 
7 _____
8 Kevin Singer
9 Receiver for Respondent THF

Date: 1-31-24

10 
11 _____
12 John Savage, Esq. (Nevada Bar No. 11455)
13 Attorney for Receiver of Respondent, THF

Date: 1-31-24

14 
15 _____
16 L. Kristopher Rath (Nev. Bar No. 5749)
17 Senior Deputy Attorney General
18 Counsel for Cannabis Compliance Board

Date: 1/30/2024

18 **ORDER**

19 WHEREAS, on 15th day of February 2024, the Nevada Cannabis Compliance Board
20 approved and adopted all the terms and conditions set forth in the First Amended
21 Stipulation and Order for Settlement of Disciplinary Action with THF.

22 IT IS SO ORDERED.

23 SIGNED AND EFFECTIVE this 15th day of February, 2024.

24 STATE OF NEVADA,
25 CANNABIS COMPLIANCE BOARD


26
27 By: 
28 _____
Adriana Guzman Fralick, Chair

EXHIBIT 1

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

3
4 **STATE OF NEVADA, CANNABIS**
5 **COMPLIANCE BOARD,**

Case No. 2021-55

6 **Petitioner,**

7 **vs.**

8 **THE HARVEST FOUNDATION, LLC,**

9 **Respondent.**

10
11 **STIPULATION AND ORDER FOR SETTLEMENT OF DISCIPLINARY ACTION**

12 The Cannabis Compliance Board (the "CCB"), by and through its counsel, Aaron D.
13 Ford, Attorney General for the State of Nevada, and L. Kristopher Rath, Esq., Senior
14 Deputy Attorney General, hereby enters into this Stipulation and Order for Settlement of
15 Disciplinary Action ("Stipulation and Order") with Respondent The Harvest Foundation,
16 LLC (hereinafter "THF" or "Respondent"), by and through its counsel of record, Derek
17 Connor, Esq., of the law firm of Connor & Connor, PLLC, and its Cannabis Receiver, Kevin
18 Singer (the "Receiver"), by and through the Receiver's counsel, John J. Savage, Esq., of the
19 law firm of Howard & Howard Attorneys PLLC. Pursuant to this Stipulation and Order,
20 THF and CCB (collectively, the "Parties") hereby stipulate and agree that CCB Case No.
21 2021-55 (the "Administrative Action") shall be fully and finally settled and resolved upon
22 terms and conditions set out herein. In addition, as set forth below, the Parties stipulate
23 and agree to fully and finally settle additional violations uncovered during a December 21,
24 2021, audit/investigation of THF, which occurred after the filing of the Complaint for
25 Disciplinary Action (the "Complaint") from which the instant Administrative Action arises.

26 **PERTINENT FACTS**

27 1. On or about November 18, 2021, the CCB held an emergency meeting wherein it
28 held, by a 3-0 vote, that the public health, safety and/or welfare imperatively required

1 emergency action and it thereby issued an Emergency Order of Summary Suspension
2 (“Summary Suspension”) against THF. The allegations/violations that formed the basis for
3 the Summary Suspension against THF included, but were not limited to: operating without
4 all required permits, certificates, registrations and/or licenses; transporting or storing
5 cannabis from an unlicensed source, other than patient or consumer samples stored at a
6 cannabis independent testing laboratory, or diversion of cannabis or cannabis products;
7 failure to immediately admit regulatory or law enforcement personnel into the premises of
8 a cannabis establishment; allowing a person who is less than 21 years of age to enter or
9 remain in a cannabis establishment or transport vehicle unless the person holds a registry
10 identification card or letter of approval; allowing a person who is less than 21 years of age
11 to work or volunteer at the cannabis establishment; failing to maintain required security
12 alarm and surveillance systems including a failure to have security equipment to deter and
13 prevent unauthorized entrance into limited access areas, including devices or a series of
14 devices to detect unauthorized intrusion, and/or electronic monitoring, including, without
15 limitation, video surveillance cameras.

16 2. Concurrent with the Summary Suspension, on or about November 18, 2021, the
17 CCB initiated the instant disciplinary action via the service and filing of a Complaint for
18 Disciplinary Action (the “Complaint”). The Complaint’s allegations, which parallel the
19 Summary Suspension, state, *inter alia*, that, contrary to Nevada law, THF’s medical and
20 adult-use cultivation facility (“Facility”): diverted and/or allowed for the diversion of
21 cannabis and/or cannabis product; failed to immediately admit regulatory personnel into
22 the premises of a cannabis establishment; failed to timely renew its expired licenses and/or
23 operated a cannabis establishment without the necessary permits, certificates,
24 registrations and/or licenses; allowed a person who is less than 21 years of age to enter or
25 remain in a cannabis establishment; failed to follow an approved security plan and/or to
26 maintain a required security alarm and/or surveillance systems; failed to provide METRC
27 tags on cannabis/cannabis-product; failed to properly submit records required by the Board
28 and/or failed to notify the Board or Board Agents within 24 hours after discovery of a

1 serious incident or criminal activity on the premises of the cannabis establishment; failed
2 to properly respond to Board Agents' requests for documentation; and failed to keep
3 required records.

4 3. On or about December 21, 2021, CCB agents conducted an audit/investigation
5 ("12/21/21 Audit") of THF and found additional regulatory violations, including a failure to
6 file multiple quarterly inventory reports as well as multiple quarterly cultivation activity
7 reports as required. On or about January 31, 2022, the CCB staff issued a Statement of
8 Deficiencies Letter ("SOD") detailing the new violations found during the 12/21/21 Audit.
9 THF communicated further with CCB staff thereafter regarding correction of the violations
10 found during the 12/21/21 Audit. CCB staff approved THF's plan of correction ("POC") for
11 the 12/21/21 Audit on August 11, 2022.

12 4. THF filed its Answer and Request for a Hearing on or about December 23, 2021.
13 The Parties then commenced the disciplinary process under NRS Chapter 678A. The
14 deadlines set for the disciplinary process were continued several times to allow for ongoing
15 settlement negotiations between the Parties to continue.

16 5. On or about May 19, 2022, Alternative Medicine Association, LC ("AMA"), a
17 creditor of THF, filed its Motion to Appoint Receiver in the Eighth Judicial District Court
18 ("EJDC"). On or about July 25, 2022, the EJDC, Department 28, appointed the Receiver
19 over THF, subject to the CCB's approval of his cannabis receiver agent card (District Court
20 Case No. A-18-783185-C¹). On or about October 3, 2022, during a regularly scheduled
21 meeting of the CCB, and pursuant to a request from the Receiver for his placement as a
22 cannabis receiver over THF, the CCB approved his cannabis receiver agent card application
23 for THF, thereby placing him as a receiver over THF.

24 6. During the time the Parties were engaged in the disciplinary process, the Parties
25 engaged in good faith negotiations to reach an agreement that is mutually acceptable to
26 Respondent, CCB staff, and counsel for the CCB, for resolution of both the Administrative
27 Action and the violations found during the 12/21/21 Audit, with the understanding that
28

¹ Hereinafter referred to as the "Receivership Court".

1 this Stipulation and Order must be approved by the Receivership Court and a majority vote
2 of the members of the CCB to become effective. Respondent has waived the filing and
3 service of a separate disciplinary complaint for the violations arising out of the 12/21/21
4 Audit. The CCB reserves its right to file a disciplinary complaint for the violations
5 discovered during the 12/21/21 Audit, should this Stipulation and Order not be approved.

6 7. As the Parties reached a resolution in principle on the foregoing matters, subject
7 to the Receivership Court and CCB's approval, the Parties entered into an agreement to
8 stay the disciplinary process (approved by the CCB's assigned Hearing Officer) to allow the
9 CCB to consider this Stipulation and Order for approval at an open CCB meeting.

10 ACKNOWLEDGEMENTS AND APPLICABLE LAW

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

13 8. THF has entered into this Stipulation and Order on its own behalf and with full
14 authority to resolve the claims against it and is aware of THF's rights to contest the
15 violations pending against it. These rights include representation by an attorney at THF's
16 own expense, the right to a hearing on any violations or allegations formally filed, the right
17 to confront and cross-examine witnesses called to testify against THF, the right to present
18 evidence on THF's own behalf, the right to have witnesses testify on THF's behalf, the right
19 to the filing and service of a disciplinary complaint for the violations arising from the
20 12/21/21 Audit, the right to obtain any other type of formal judicial review of these matters,
21 and any other rights which may be accorded to THF pursuant to provisions of NRS
22 Chapters 678A through 678D, the Nevada Cannabis Compliance Regulations (NCCR), and
23 any other provisions of Nevada law. THF is waiving all these rights by entering into this
24 Stipulation and Order. If this Stipulation and Order is not approved, or any portion thereof,
25 all such waivers shall be deemed withdrawn by THF.

26 9. Should this Stipulation and Order not be approved or not timely performed by
27 THF, it is agreed that presentation to and consideration by the CCB of such proposed
28 stipulation or other documents or matters pertaining to the consideration of this

1 Stipulation and Order shall not unfairly or illegally prejudice the CCB or any of its
2 members from further participation, consideration, adjudication, and/or resolution of these
3 proceedings and that no CCB member shall be disqualified or challenged for bias.

4 10. THF acknowledges that this Stipulation and Order shall only become effective
5 after the Receivership Court and CCB have both approved it.

6 11. THF enters this Stipulation and Order after being fully advised of THF's rights
7 and as to the consequences of this Stipulation and Order. This Stipulation and Order
8 embodies the entire agreement reached between the CCB and THF. It may not be altered,
9 amended, or modified without the express written consent of the Parties, and all
10 alterations, amendments and/or modifications must be in writing. The Parties stipulate
11 and agree that this Stipulation and Order, if approved by the Receivership Court and the
12 CCB, resolves only the allegations set forth in the Administrative Action via the Complaint
13 in Case No. 2021-55 and the allegations set forth in the SOD of January 31, 2022, for the
14 12/21/21 Audit.

15 12. In an effort to avoid the cost and uncertainty of a disciplinary hearing, THF has
16 agreed to settle these matters. For purposes of settling these matters, THF acknowledges
17 that the facts contained in the paragraphs in the above "Pertinent Facts" portion of this
18 Stipulation and Order are true and correct. Without waiving any constitutional rights
19 against self-incrimination, THF further acknowledges that certain facts contained in the
20 CCB Complaint in Case No. 2021-55 and the 12/21/21 Audit could be found to constitute
21 violations of Title 56 of NRS (NRS Chapters 678A through 678D), and the NCCR, with
22 penalties up to and including revocation, suspension, and/or the imposition of civil
23 penalties in excess of one million dollars (\$1,000,000.00), if these matters went to an
24 administrative hearing.

25 13. In settling these matters the Executive Director for CCB and counsel for CCB
26 have considered the factors set forth in NCCR 4.030(2), including: the gravity of the
27 violations; the economic benefit or savings, if any, resulting from the violations; the size of
28 the business of the violator; the history of compliance with the NCCR and Title 56 of NRS

1 by the violator; actions taken to remedy and/or correct the violations; and the effect of the
2 penalty on the ability of the violator to continue in business. Given the extensive and
3 serious violations alleged in both the Complaint and summary suspension proceeding, as
4 well as severe financial issues and Respondent's loss of its premises, this licensee will not
5 be able to fully correct its violations or continue in business without new ownership. As a
6 mitigating factor, the owners of record of Respondent have agreed to remove themselves
7 from these licenses completely and not object to the Receiver selling or transferring THF's
8 rights and interests in adult-use (RC086) and medical (C086) cultivation licenses
9 ("Licenses") to new owners. Without this concession, the CCB would need to proceed
10 through the disciplinary process and seek revocation of the Licenses.

11 14. To resolve the Administrative Action and the 12/21/21 Audit, and only for those
12 purposes and no other, THF specifically admits to the following violations with respect to
13 the Complaint in CCB Case No. 2021-55, and the violations arising from the 12/21/21 Audit:

- 14 a. One violation of NCCR 4.035(1)(a)(2), for operating without all required
15 permits, certificates, registrations and/or licenses, which constitutes
16 one Category I violation.
- 17 b. One violation of NCCR 4.040(1)(a)(14), for failing to maintain required
18 security alarm and surveillance systems, which constitutes one
19 Category II violation.
- 20 c. Three violations of NCCR 4.050(1)(a)(22), for failing to tag cannabis or
21 a cannabis product as required, which constitute three Category III
22 violations.
- 23 d. Six violations of NCCR 4.060(1)(a)(7), for failing to file quarterly
24 inventory reports and/or cultivation activity reports, which constitute
25 six Category V violations.

26 15. As to the remaining allegations in the Complaint and the 12/21/21 Audit, THF
27 neither admits nor denies those allegations and no civil penalties shall be assessed as to
28 those remaining violations.

1 16. With respect to THF's Licenses, THF agrees to pay a civil penalty in the amount
2 of \$200,000² in consideration for its admitted violations in Paragraph 14, above, and to
3 accept a formal CCB warning in consideration for its admitted first Category V violation in
4 Paragraph 14(d), and in consideration for CCB's agreement to resolve the Administrative
5 Action on the terms set forth herein. Said sum shall be paid as a lump sum as set forth
6 specifically in Paragraphs 22 and 23, below.

7 17. If the Receivership Court and CCB approve this Stipulation and Order, it shall
8 be deemed and considered disciplinary action by the CCB against THF.

9 18. Both parties acknowledge that the CCB has jurisdiction to consider and order
10 this Stipulation and Order because THF holds privileged licenses regulated by the CCB as
11 of July 1, 2020. THF, and the undersigned owners of THF and Strive Wellness (C206 and
12 P131) ("Strive"), expressly, knowingly, and intentionally waive the 21-day and/or 5- day
13 notice requirements contained in the Nevada Open Meeting Law and acknowledges that
14 this Stipulation and Order may be presented to the CCB for its consideration and potential
15 ratification at the CCB's meeting on January 24, 2022, meeting, or at a subsequent CCB
16 meeting thereafter.

17 STIPULATED ADJUDICATION

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

21 19. Violations: As to THF's Licenses, THF is found to have committed one Category
22 I violation, one Category II violation, three Category III violations, and six Category V
23 violations, as set forth in Paragraphs 14(a) through 14(d), above.

24 20. Transfer of Licenses/Surrender of Agent Cards

25 a. Sale and Transfer of Licenses:

26 i. Should the CCB and Receivership Court approve this agreement,
27 within 180 days of whichever approval is later, THF shall submit

28

² To be apportioned \$100,000 to RC086 and \$100,000 to C086.

1 a transfer of interest ("TOI") application to transfer THF's
2 Licenses to a third-party buyer ("TPB"). This TOI to the TPB
3 ("TOI-TPB") may be accompanied by a Change of Location
4 Request Form pursuant to NRS 678B.210, NRS 678B.250, NRS
5 678B.500, and NCCR 6.065.

6 ii. No owner of THF, including those of record with the CCB as of
7 September 28, 2021 (as listed in Paragraph 20(b)(vi), below) may
8 retain any interest, financial or otherwise, in the Licenses or
9 TPB after the sale/transfer to the TPB. Nothing in the foregoing
10 will preclude any current or former owner of THF from seeking
11 relief from the receivership estate, after the sale, in the
12 Receivership Court against the proceeds of the sale of the
13 Licenses pursuant to Nevada law. The Parties may jointly agree
14 to extend the 180-day deadline described in this Paragraph, for
15 good cause shown.

16 iii. THF shall, through its Receiver, seek and obtain approval from
17 the Receivership Court for this Stipulation and Order and shall
18 file a motion seeking the same no later than 14 days after the
19 CCB's approval of this settlement agreement. The Receiver may
20 seek such approval prior to the CCB's approval of this
21 Stipulation and Order, provided that all parties (except the CCB)
22 have executed the Stipulation and Order and the motion only
23 seeks the Receivership Court's approval of this Stipulation and
24 Order and that the approval be contingent on the CCB's approval
25 of this Stipulation and Order.

26 iv. THF shall, through its Receiver, file a motion with the
27 Receivership Court for approval of the sale to the TPB identified
28 in the TOI-TPB. Receiver may file such motion with the

1 Receivership Court prior to the CCB's approval of the TOI-TPB
2 but the motion and resulting Order shall make clear that the sale
3 is subject to CCB approval of the TOI-TPB.

4 v. If the TOI-TPB as described in Paragraph 20(a)(i) is denied
5 by the CCB, the Receiver may petition the CCB for an order
6 allowing the Receiver to submit a new TOI on behalf of the
7 original or a new TPB upon a showing of good cause (the "Good
8 Cause Petition"). If the Good Cause Petition is denied by the
9 Board, THF will be deemed to have immediately voluntarily
10 surrendered its licenses upon said denial and a CCB order will
11 issue to that effect. If the Board grants the Good Cause Petition,
12 the Board may set a new deadline for submission of the new TOI,
13 and if that new deadline is not met, THF will be deemed to have
14 surrendered its licenses immediately upon expiration of that new
15 deadline.

16 vi. If the Receivership Court rejects this Stipulation and Order, or
17 seeks/places conditions that conflict with the terms of this
18 Stipulation and Order, the Parties will undertake further good
19 faith negotiations to modify the agreement for a
20 proposed amended stipulation for execution by the CCB Chair. If
21 the Parties are unable to reach an amended agreement within 60
22 days of the Receivership Court's rejection, the Parties agree to
23 proceed with the Administrative Action.

24 b. Surrender of Agent Cards:

25 i. All owners of record of THF with the CCB as of September 28,
26 2021, including those listed in Paragraph 20(b)(vi), shall
27 voluntarily surrender their agent cards or temporary agent
28 cards for THF within 12 months or upon approval of the TOI-

1 TPB, whichever is sooner. Any such owners:

2 (a.) Shall not apply for a cannabis establishment agent
3 card and/or cannabis establishment license in the
4 State of Nevada again prior to August 28, 2031.

5 (b.) Are precluded from applying/re-applying for a
6 cannabis establishment agent card and/or cannabis
7 establishment license until all fines and fees as
8 required by this agreement are satisfied.

9 (c.) If they do not hold an active or temporary agent, and/or
10 hold expired agent cards in THF, shall nonetheless be
11 deemed to have surrendered the same in 12 months
12 from execution of the Stipulation and Order or upon
13 approval of the TOI-TPB, whichever is sooner.
14 Additionally, such owners affirm by signing this
15 agreement that they shall not apply for any agent
16 cards for THF in the future.

17 ii. All owners of record of THF who also hold an owner agent
18 card for Strive, shall submit a TOI to transfer their
19 interest in Strive, within 180 days of the Board and
20 Receivership Court's approval of the Stipulation and
21 Order, whichever is later ("THF/Strive-Owner-
22 TOI"). Upon approval of the THF/Strive-Owner-TOI, any
23 such owners of Strive:

24 (a.) Shall surrender their cannabis establishment agent
25 card, and relinquish their ownership interests, in
26 Strive. If any such owner does not have an active or
27 temporary agent card, and/or have an expired agent
28 card in Strive, the same shall nonetheless be

1 considered surrendered upon approval of the
2 THF/Strive-Owner-TOI.

3 (b.)Regardless of whether they have a current agent card
4 in Strive, will be precluded from applying for an agent
5 card and/or license prior to August 28, 2031.

6 (c.)is precluded from applying/re-applying for an agent
7 card and/or license until all fines and fees as required
8 by this agreement are satisfied.

9 iii. Strive's licenses shall remain in conditional status and
10 shall not become operational until after:

11 (a.) the THF/Strive-Owner-TOI has been approved; and

12 (b.) Strive, or a third-party transferee, if applicable, has
13 undergone final inspection and been approved to
14 operate within the required deadlines.

15 iv. All such owners referenced in Paragraphs 20(b)(i) and
16 20(b)(ii) shall acknowledge their agreement to the
17 Stipulation and Order, specifically including the above
18 requirements in said Paragraphs, by signing this
19 Stipulation and Order.

20 v. If any such owner refuses to sign the Stipulation and
21 Order or cannot be contacted after a good faith effort by
22 the Receiver and THF, the Receiver shall request from the
23 Court the authority to execute the Stipulation and Order
24 on any such owner's behalf and any said owner may raise
25 their objections to the Receivership Court.

26 vi. The owners of THF on record with the CCB as of
27 September 28, 2021, are the following individuals:

28 (a.)Donald Burton ("Burton")

1 (b.)Larry K. Lemmons ("Lemons")

2 (c.)Jefferey Yokiell

3 vii. The owners of Strive on Record with the CCB as of
4 September 28, 2021, are the following individuals:

5 (a.)Burton

6 (b.)Lemmons

7 (c.)Sara Gulickson

8 **21. Summary Suspension/Status of Licenses:**

9 a. Except as otherwise provided in Paragraph 21(c), should the
10 Receivership Court and the Board approve the Stipulation and Order,
11 the Licenses will be removed from summary suspension status and
12 immediately revert to a conditional status pending completion and
13 approval by the Receivership Court and the Board of the TOI-
14 TPB. THF and the Receiver will remain compliant with all laws
15 regarding the regulation of cannabis while THF's licenses are in
16 conditional status.

17 b. THF or the TPB must obtain and satisfy final inspection and become
18 operational within one year of the Board's and Receivership Court's
19 approval of the TOI-TPB (whichever is later) and, if not, the Licenses
20 will be deemed voluntarily surrendered. THF or the TPB may petition
21 the Board for an extension of this deadline for good cause and/or
22 extraordinary circumstances, which the Board may grant at its
23 discretion, if filed no later than 30 days prior to the deadline for final
24 inspection.

25 c. The TPB of the Licenses may submit a management agreement
26 ("Management Agreement") to permit it to prepare a facility for
27 operational status. CCB staff will review the Management Agreement
28 and, if/once it is complete and without a facial

1 deficiency, the Management Agreement will be placed on the agenda
2 for Board consideration of its approval at the earliest and most
3 convenient CCB meeting. If/when the CCB approves the Management
4 Agreement, the TPB will be permitted access to the facility to
5 bring the facility back into a condition that can pass final licensing
6 prior to the completion of the TOI-TPB. Unless subsequently approved
7 by CCB, NO CANNABIS and/or CANNABIS PRODUCT will be allowed
8 in the facility unless/until the TOI-TPB is approved and only after final
9 licenses have been issued. The CCB must review and approve all
10 facility modifications, as required under statute and regulation.

- 11 d. THF's Facility's location at 3395 Pinks Place, Las Vegas, Nevada
12 89102, has been surrendered back to its landlord. THF or the TPB shall
13 submit a request for change of location of the Facility to the CCB and
14 its intended local authorities for review and approval prior to final
15 inspection and resuming operations.
- 16 e. An inspection by CCB staff of the Facility must demonstrate its
17 compliance with the NCCR before operations may be resumed and the
18 Licenses' conditional status be reverted to final licenses.
- 19 f. At all times both Licenses must be timely and properly renewed prior
20 to their expiration dates and shall be deemed voluntarily surrendered,
21 if not properly renewed 90 days after their expiration dates.

22 **22. Imposition of Civil Penalties.** Should the Board and Receivership Court
23 approve the TOI-TPB referenced in Paragraph 20(a)(i), within 30 days of whichever
24 approval is later, THF shall pay a civil penalty of two hundred thousand dollars
25 (\$200,000). Payment of said civil penalty must take priority over the claims of any and all
26 creditors. THF or TPB may petition the CCB for an extension of this deadline for good
27 cause, though said petition must be submitted to the CCB no later than 30 days prior to
28 the deadline for payment.

1 **23. Payment of Civil Penalties and fees.** THF must pay the total civil penalty
2 set forth in this agreement, and all fees and invoices, as follows:

- 3 a. THF must pay the total civil penalty set forth in this agreement within the
4 time frames set forth in Paragraph 22. THF may at any time prior to that
5 elect to pay the full amount owed.
- 6 b. THF must pay all past due time and effort fees within 30 days of the
7 Receiver's receipt of funds sufficient to pay such fees. Payment of said fees
8 must take priority over the claims of any and all creditors.
- 9 c. THF must pay all time and effort invoices within 30 days of the Receiver's
10 receipt of funds sufficient to pay such invoices. Payment of said invoices
11 must take priority over the claims of any and all creditors.

12 **24. Penalties for Failure to Comply with Payment Deadlines.** THF
13 acknowledges that it is critical to comply with the strict requirements of the deadlines for
14 payment set forth in this Stipulation and Order. THF agrees that, should it fail to timely
15 make payments as required by this agreement, the following penalties and procedures will
16 be in effect:

- 17 a. CCB will allow a five-business day grace period for late payment³.
- 18 b. If payment is not physically received by CCB at its Carson City office by
19 5:00 p.m., Pacific Time, on the last day of the grace period, THF shall be
20 deemed to be in breach of this Stipulation and Order, deemed to be in
21 default, and deemed to have admitted all allegations in the CCB Complaint
22 in Case No. 2021-55 and all allegations in the Statement of Deficiencies
23 Letter of January 31, 2022, for the 12/21/21 Audit, and shall pay all
24 penalties and receive all discipline set forth under the "Relief Requested"
25 section of the Complaint, inclusive of immediate revocation of the Licenses,
26

27

28 ³ If a check or other form of payment is returned for insufficient funds, or otherwise rejected, the failed payment will not be considered a payment and no additional time beyond the five-business day grace period will be granted for payment.

1 and civil penalties in excess of one million dollars⁴. The CCB will enter an
2 order of default to this effect after default and all amounts due under this
3 subsection shall be immediately due and payable to CCB. THF agrees it
4 cannot and will not file any petition for judicial review and/or any action
5 in any forum for relief from this order of default and that CCB may file any
6 judicial action necessary to recover the amounts owed under this
7 subsection, along with its attorneys' fees and costs for recovery of amounts
8 owed.

9 c. THF may petition the CCB for an extension of up to 30-days to pay any of
10 the payments set forth in Paragraphs 22 and 23. However, for the CCB to
11 consider any such petition, the CCB must receive said petition no later
12 than 5 business days prior to the payment deadline at issue (which does
13 not include any grace period). The CCB is not required to grant such a
14 petition. In such a petition, THF must demonstrate to the satisfaction of
15 CCB that there are extraordinary and unusual circumstances
16 necessitating the extension requested and specify which deadline or
17 deadlines for which it is seeking an extension. CCB may delegate the
18 decision as to whether to grant such a petition to the CCB Chair.

19 d. If an extension is granted under Paragraph 24(c), there shall be no grace
20 period on the new payment date or dates. If THF does not pay by the new
21 payment date or dates, the provisions and penalties of Paragraph 24(b)
22 apply.

23 25. Formal Warning. In accordance with NCCR 4.060(2)(a)(1), the CCB hereby
24 issues a formal warning to THF, as to its first Category V violation in the immediately
25 preceding three years: THF shall timely submit all reports, specifically including physical
26 inventory and/or cultivation activity reports, required by the Board. Failure to do so in
27

28 ⁴ The civil penalties that may be imposed pursuant to the Complaint and the 12/21/21 Audit would be, in the aggregate, in excess of one million dollars.

1 the future will invoke additional progressive discipline and shall be considered an
2 aggravating factor in considering the amount of civil penalties in any future discipline.

3 **26. Receiver's Assignment:**

4 a. The Receiver shall remain in place as the Receiver over THF's Licenses
5 unless/until the Receivership Court and the Board both approve the TOI-
6 TPB and also determine a Receiver over the Licenses is no longer needed.
7 The Receiver shall request Receivership Court and CCB approval for the
8 Receiver to be removed as the Receiver over the Licenses pursuant to the
9 CCB's October 3, 2022, Order Approving Placement of a Receiver
10 ("Receiver Order") once the Licenses are successfully transferred to the
11 TPB and the sale closes. This will not terminate the receivership
12 appointment over THF, but just simply remove the Receiver's appointment
13 and placement over the Licenses.

14 b. The CCB acknowledges that the Receiver is entering into this agreement
15 on behalf of THF and/or its owners as provided in Paragraph 20, above,
16 and may execute other documents and instruments in connection with this
17 agreement, solely in the Receiver's capacity as the court-appointed receiver
18 for THF and not in any other capacity. The CCB further acknowledges and
19 agrees that, notwithstanding anything contained in this agreement to the
20 contrary, neither the Receiver, nor any of its officers, directors,
21 shareholders, trustees, partners, employees, members, managers, agents
22 and/or attorneys (collectively, the "Receiver Parties") shall incur any
23 personal liability or culpability whatsoever under agreement or any other
24 documents executed in relation thereto, whether or not executed by any of
25 the Receiver Parties, with the exception that the Receiver himself may be
26 liable for any regulatory violation under his cannabis receiver agent card,
27 should he commit any regulatory violations. Any remedy that the CCB
28 might have against THF is limited to claims or other remedies against the

1 Receivership Estate of THF, and not the Receiver Parties personally.

2 **26. Plan of Correction.** Respondent represents and warrants that it submitted
3 and put in place plans of correction prior to the Receiver's appointment⁵, that will remedy
4 and prevent the recurrence of the violations set forth in this Stipulation and Order. In
5 summary, the plans of correction includes provisions regarding THF/TPB's: (1) assurance
6 that it will timely comply with licensing renewal requirements; (2) oversight of operational
7 procedures, including security procedures; (3) assurances regarding the presence of a
8 registered employee at the Facility, and/or CCB's and law enforcement's ability to access
9 the Facility, as required; (4) assurances that it will implement, and train its staff on, its
10 policies and standard operating procedures (including security procedures such as timely
11 reporting of security breaches, criminal activity, and/or malfunctions of security
12 equipment); (5) hiring of an inventory manager to oversee the inventory control system
13 and/or inventory procedures; (6) assurances to the adherence to regulations concerning
14 visitors including those pertaining to visitor age verification, escort within the Facility, and
15 the utilization of visitor logs and badges; (7) retention of surveillance video footage, as
16 required; (8) creation of, and adherence to, a regulatory counsel reviewed amended security
17 plan; (9) hiring of a security contractor⁶ to update, install, and/or implement necessary
18 security equipment/procedures, including the creation of an amended security plan that
19 would include 24-hour security (and assurances THF/TPB's utilization of the same); (10)
20 adherence to the seed to sale tracking system, including the tagging of cannabis and/or
21 cannabis product, as required; (11) hiring of regulatory counsel to discuss with THF/TPB,
22 and/or its staff, the corrective provisions provided within the POC and to assist it in
23

24 ⁵ Includes POCs relating to the Summary Suspension, Complaint, and the 12/21/21 Audit. The POC
25 submitted to the CCB referenced MariMed Advisors ("Marimed") as the company/entity that would submit
26 the Management Agreement and/or would engage in the corrective provisions provided within. This is
27 understood to have been because THF had previously submitted a TOI request to transfer THF to MariMed.
28 However, since the POC's submission, the Receiver has filed a request to withdraw this TOI application.
Therefore, it is maintained herein that all measures/actions to be taken by MariMed as provided in the POC
will be conducted by the TPB. Similarly, it is understood that the POCs references to Burton and/or Lemons
as being the persons responsible to implement the corrective measures of a POC will be interpreted to refer
to the appropriate corresponding persons of the TPB.

⁶ At the time of the submission of the POC to the CCB it listed "Low Volt" as the intended security
contractor.

1 becoming, continuing, and maintaining compliant with the NCCR; (12) regulatory counsel,
2 within 30 days of the lifting of the Summary Suspension, will conduct an in-depth
3 walkthrough of the Facility to train and/or discuss THF/TPB compliance with the NCCR;
4 and (13) will submit physical inventory and/or cultivation activity reports as
5 necessary/available. Additionally, the POC also referenced that on December 3, 2021, all
6 cannabis within the Facility was disposed/destroyed pursuant to a CCB observed
7 destruction.

8 27. The CCB staff has reviewed and approved the plans of correction. However, with
9 specific reference to the POC submitted on or about August 10, 2022, its corrective actions
10 are primarily dependent/contingent on the sale of THF to a TPB. As such, the CCB staff's
11 approval of the POC was dependent/contingent on the same (see Paragraph 21, above). It
12 shall be the responsibility of the TPB to implement and continue with this POC, or apply
13 to the CCB to modify the POC, and the Licenses shall still be subject to disciplinary action
14 for failure to comply with the POC, as modified if applicable, regardless of the ownership
15 of the Licenses.

16 28. **Contingency if Approval Denied.** If approval of this Stipulation and Order is
17 denied by the Receivership Court or the CCB, THF and counsel for the CCB agree to resume
18 settlement negotiations in good faith and attempt to reach an agreement to amend this
19 Stipulation and Order and resubmit an amended Stipulation and Order to the Receivership
20 Court to review for approval via motion and the CCB to review for approval at a subsequent
21 regularly scheduled meeting. If such an agreement cannot be reached, the Parties agree to
22 proceed with the Administrative Action, the stay in such action shall be lifted and the
23 Parties and the matter shall proceed to a disciplinary hearing before the CCB's assigned
24 hearing officer. CCB may also serve and file a disciplinary complaint against THF for the
25 violations found during 12/21/21 Audit, or amend its Complaint in Case No. 2021-55.
26 Should the Administrative Action proceed for the reasons set forth in this Paragraph, CCB
27 preserves all its claims and arguments in the Administrative Action as set forth in its
28 Complaint (and the Complaint or Amended Complaint to be filed for the 12/21/21 Audit)

1 and THF preserves all its defenses and arguments set forth in its Answer, and withdraws
2 all waivers set forth herein. An unapproved Stipulation and Order shall not be admissible
3 as evidence or referenced in argument at any disciplinary hearing in CCB Case No. 2021-
4 55, a disciplinary matter arising from the 12/21/21 Audit, or any other matter involving the
5 CCB.

6 **29. Closure of Disciplinary Action.** This this Stipulation and Order resolves
7 those violations identified within the January 31, 2022, SOD letter and the allegations in
8 the Complaint in CCB Case No. 2021-55 only. Once this Stipulation and Order is fully
9 performed by THF or its TPB, the Administrative Action will be closed and the 12/21/21
10 Audit will be closed.

11 **30.** The CCB reserves the right to investigate and pursue claims for additional
12 discipline if any new or separate violations are discovered after the approval of this
13 agreement that are not covered by the specific terms of this settlement agreement.
14 However, the CCB agrees to limit any future discipline for past unknown violations
15 associated with THF's Licenses that occurred prior to the Receiver's appointment to
16 disciplinary actions against the individuals who are found to be responsible for any such
17 violations and who still hold Nevada agent cards at the time such violations are found. The
18 CCB further acknowledges receipt of the Receiver's Notice of Temporary Closure of THF's
19 establishment on October 31, 2022. Additionally, the CCB agrees it may, but is not
20 required to, consider new ownership of THF's Licenses as a mitigating factor for any future
21 progressive discipline that may be initiated against the TPB of the Licenses.

22 **31. Communications with CCB Members.** THF understands that this
23 Stipulation and Order will be presented to the CCB in open session at a duly noticed and
24 scheduled CCB meeting. THF understands that the CCB has the right to decide in its own
25 discretion whether or not to approve this Stipulation and Order. The CCB's counsel, which
26 is the Nevada Attorney General and its staff attorneys, will recommend approval of this
27 Stipulation and Order. In the course of seeking CCB acceptance of this Stipulation and
28 Order, counsel for CCB may communicate directly with individual CCB members. THF

1 acknowledges that such communications may be made or conducted *ex parte*, without notice
2 or opportunity for THF to be heard on its part until the public CCB meeting where this
3 Stipulation and Order is discussed, and that such contacts and communications may
4 include, but may not be limited to, matters concerning this Stipulation and Order, the
5 Administrative Action and any and all information of every nature whatsoever related to
6 these matters. THF agrees that it has no objections to such *ex parte* communications. CCB
7 agrees that THF and its Receiver and/or its counsel may appear at the CCB meeting where
8 this Stipulation and Order is discussed and, if requested, respond to any questions that
9 may be addressed to THF and/or the Attorney General's staff attorneys. THF agrees that,
10 should the CCB decline to approve this Stipulation and Order, THF will not contest or
11 otherwise object to any CCB member, and/or CCB appointed hearing officer, hearing and
12 adjudicating the Administrative Action, and/or a disciplinary complaint filed as a result of
13 the 12/21/21 Audit, based on the aforementioned *ex parte* communications with anyone
14 from the Nevada Attorney General's Office.

15 32. **Release.** Upon approval of this agreement by the CCB, Respondent, and all
16 persons signing this agreement, agree that the State of Nevada, the CCB, the Office of the
17 Attorney General, and each of their members, staff, attorneys, investigators, experts,
18 hearing officers, consultants and agents are immune from any liability for any decision or
19 action taken in good faith in response to information and data acquired by the CCB.
20 Respondent and all persons signing this agreement agree to release the State of Nevada,
21 the CCB, the Office of the Attorney General, and each of their members, staff, attorneys,
22 investigators, experts, hearing officers, consultants and agents from any and all manner of
23 actions, causes of action, suits, debts, judgments, executions, claims and demands
24 whatsoever, known or unknown, in law or equity, that Respondent and those persons
25 signing this agreement ever had, now have, may have or claim to have against any and/or
26 all of the persons, government agencies or entities named in this Paragraph, arising out of,
27 or by reason of, CCB's investigation of the matters set forth in its Complaint, the matters
28 arising from the 12/21/21 Audit, the matters set forth in this Stipulation and Order, or the

1 administration of CCB Case No. 2021-55 and the 12/21/21 Audit.

2 **33. No Precedent.** The Parties agree that this Stipulation and Order shall not
3 constitute a precedent for any other issues or proceedings before the CCB and/or in any
4 other forum, other than those set forth in this Stipulation and Order. Furthermore, this
5 Stipulation and Order shall not be admissible in any other proceeding or action with respect
6 to proof of fact or any other matter and/or any other licensee and/or cannabis establishment
7 registered agent, except proceedings brought to enforce this Stipulation and Order under
8 its terms and/or for the CCB's consideration of future disciplinary action against this
9 Respondent.

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

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

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

25 **36. Voluntary and Informed Agreement.** The Respondent represents its
26 Receiver, who is responsible for and able to legally bind THF, and all other individuals
27 executing this agreement represent, that they have read completely and understand fully
28 the terms of this Stipulation and Order, that such terms are fully understood and

1 voluntarily accepted by Respondent and all others executing this agreement in advance of
2 and as memorialized by the signing of this Stipulation and Order, and that the signatures
3 of Respondent and all others executing this Stipulation and Order indicate same.
4 Respondent and all others executing this agreement further represent that they have
5 voluntarily entered into this Stipulation and Order to make a full, final, and complete
6 compromise upon the terms and conditions set forth herein. Respondent and the others
7 executing this agreement further represent that any releases, waivers, discharges,
8 covenants, and agreements provided for in this Stipulation and Order have been knowingly
9 and voluntarily granted and without any duress or undue influence of any nature from any
10 person or entity. The Parties, the others executing this agreement, and each of them,
11 hereby expressly acknowledge that they are each represented by counsel of their own choice
12 in this matter and have been advised by counsel accordingly.

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

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

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

28 **40. Governing Law.** This Stipulation and Order shall be governed by and

1 construed in accordance with the laws of the State of Nevada, without reference to conflict
2 of law principles.

3 **41. Jurisdiction and Forum Selection.** The Parties consent to the jurisdiction of
4 the Receivership Court to resolve any disputes related to the terms or enforcement of this
5 Stipulation and Order. The successful or prevailing Party or Parties in such action shall be
6 entitled to recover reasonable attorney fees, costs, and expenses actually incurred in
7 initiating or responding to such proceeding, in addition to any other relief to which it may
8 be entitled.

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

14 **43. Time is of the Essence.** Time is of the essence in the performance of all terms
15 of this Stipulation and Order.

16 **44. Severability.** If any portion of this Stipulation and Order, or its application
17 thereof to any person or circumstance, shall be deemed to any extent to be invalid, illegal,
18 or unenforceable as a matter of law, all remaining clauses of this Stipulation and Order
19 and its application thereof shall be not affected and shall remain enforceable to the fullest
20 extent permitted by law.


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

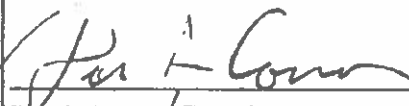
1 duplicate originals, equally admissible in evidence.

2 IN WITNESS WHEREOF, this Stipulation and Order has been executed by the
3 Parties and attested by their duly authorized representatives as of the date(s) so indicated.


4 The Effective Date of this Stipulation and Order shall be the date it is ordered by the CCB.

5 
6 _____ Date: 4-6-23
7 Kevin Singer
8 Receiver for Respondent THF

9
10 
11 _____ Date: April 6, 2023
12 John Savage, Esq. (Nevada Bar No. 11455)
13 Attorney for Receiver of Respondent, THF

14
15 
16 _____ Date: April 6, 2023
17 Derek Conroy, Esq. (Nevada Bar No. 12194)
18 Attorney for Respondent

19 
20 _____ Date: March 30, 2023
21 Donald Burton, Owner
22 THF

23
24 
25 _____ Date: 3/31/2023
26 Larry K. Lemons, Owner
27 THF

28 
_____ Date: 6-14-23
Jefferey Yokiel, Owner
THF 
_____ Date: 6/15/2023

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

Sara Gullickson

3/30/2023

Sara Gullickson⁷, Owner
Strive

Date: _____

ORDER

WHEREAS, on 28 day of July 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 THF.

IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 28 day of July, 2023.

STATE OF NEVADA,
CANNABIS COMPLIANCE BOARD

By:  _____

HON. MICHAEL L. DOUGLAS, CHAIR

4853-6201-4541, v 2

⁷The basis for Ms. Gullickson's inclusion within the instant Stipulation and Order is based solely on the requirements enumerated within Paragraph 20(b)(iii), above, wherein Strive is required to remain in conditional status unless/until the THF/Strive-Owner-TOI has been approved, and Strive has undergone final inspection and been approved to operate within the required deadlines. This Stipulation and Order does not constitute any disciplinary action against Ms. Gullickson. For the avoidance of doubt, nothing herein this Stipulation and Order shall prohibit or otherwise impede Gullickson's ability to continue to operate in the State of Nevada pursuant to the NCCR and further no agent card held by Gullickson shall be affected thereby and any and all such agent card(s) shall remain valid, in good standing, and in full force effect.

CLERK OF THE COURT

Howard & Howard

1 **ORDR**
2 John J. Savage, Nevada Bar. No. 11455
3 HOWARD & HOWARD ATTORNEYS PLLC
4 3800 Howard Hughes Parkway, Suite 1000
5 Las Vegas, Nevada 89169
6 Telephone: (702) 257-1483
7 Facsimile: (702) 567-1568
8 jj@s@h2law.com
9 *Counsel for Court-Appointed Receiver, Kevin Singer*

6 **DISTRICT COURT**
7 **CLARK COUNTY, NEVADA**

8 ALTERNATIVE MEDICINE ASSOCIATION,
9 LC, A NEVADA LIMITED LIABILITY
10 COMPANY,

Case No. A-18-783185-C
Dept. No. 28

Hearing Date: May 30, 2023
Hearing Time: 10:00 a.m.

10 Plaintiff,

11 vs.

12 THE HARVEST FOUNDATION, LLC, A
13 NEVADA LIMITED-LIABILITY COMPANY;
14 DOES I THROUGH X AND ROES XI
15 THROUGH XX

16 Defendants.

17 **ORDER GRANTING RECEIVER'S MOTION FOR APPROVAL OF HARVEST'S**
18 **DISCIPLINARY SETTLEMENT WITH THE CCB AND AUTHORIZATION TO SIGN**
19 **ON BEHALF OF JEFFREY YOKIEL ON ORDER SHORTENING TIME**

20 On May 30, 2023, the hearing was held on the Receiver's Motion for Approval of
21 Harvest's Disciplinary Settlement with the CCB and Authorization to Sign on Behalf of Jeffrey
22 Yokiell on Order Shortening Time (the "Hearing"), which was filed by Kevin Singer (the
23 "Receiver"), the Court-appointed receiver over The Harvest Foundation, LLC ("Harvest") in this
24 matter, on April 11, 2023 [Doc ID #106] (the "Settlement Motion"). No oppositions to the
25 Settlement Motion were subsequently filed or presented at the Hearing.

26 Having reviewed the Settlement Motion, the Declaration of John J. Savage, Esq.
27 Regarding Service on Jeffrey Yokiell Re: Receivers Motion for Approval of Harvests Disciplinary
28 Settlement with the CCB and Authorization to Sign on Behalf of Jeffrey Yokiell on Order
Shortening Time, which was filed on May 26, 2023 [Doc ID #115], and being fully informed, no
oppositions having been filed, and good cause appearing therefor, the Court orders as follows:

1 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Settlement
2 Motion is GRANTED.

3 IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the
4 Stipulation and Order for Settlement of Disciplinary Action, which was attached to the Settlement
5 Motion and is attached hereto as Exhibit "1" (the "Disciplinary Settlement"), is APPROVED,
6 which final approval will remain contingent on the Cannabis Compliance Board's approval.

7 IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the
8 Receiver is authorized to sign the Disciplinary Settlement on behalf of Jeffrey Yokiell.

Dated this 12th day of June, 2023

9 IT IS SO ORDERED.



A-18-783185-C

BC

1A1 08C 1016 844F
Ronald J. Israel
District Court Judge

13 Submitted by:
14 HOWARD & HOWARD ATTORNEYS PLLC

15 By: /s/ John J. Savage
16 John J. Savage, Esq. (NBN 11455)
17 3800 Howard Hughes Parkway, Suite 1000
18 Las Vegas, Nevada 89169
19 Counsel for Court-Appointed Receiver,
20 Kevin Singer