

Final

BEFORE THE CANNABIS COMPLIANCE BOARD
STATE OF NEVADA

STATE OF NEVADA, CANNABIS
COMPLIANCE BOARD,

Case No. 2024-01

Petitioner,

vs.

CIRCLE S FARMS, LLC, LLC (C148,
RC148),

Respondent.

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 Stipulation and Order for Settlement of Disciplinary Action ("Stipulation and Order") with Respondent Circle S Farms, LLC, (cannabis cultivation facility establishment identification Nos. C148 and RC148, hereinafter referenced as "CSFC" or "Respondent"), by and through its counsel of record, Amanda Connor, Esq., of the Law Offices of Connor & Connor, PLLC. Pursuant to this Stipulation and Order, CSFC and the CCB (collectively, the "Parties") hereby stipulate and agree that CCB Case No. 2024-01 (the "Administrative Action") shall be fully and finally settled and resolved upon the terms and conditions set out herein.

PERTINENT FACTS

1. Respondent is a domestic limited liability company in the State of Nevada. The Nevada Secretary of State lists Stacey O. Huffman as its manager and Amanda Connor, Esq., is its current Point of Contact with the CCB. CSFC holds both a medical cannabis cultivation license (C148) and an adult-use cannabis cultivation license (RC148).

2. Commencing on or about April 21, 2023, the CCB conducted a routine inspection of CSFC's cannabis cultivation facility. The CCB agents conducting this

1 inspection were Alana Holt-Hall and Michele Courtney (the "April CCB Agents"). On or
2 about April 24, 2023, the April CCB Agents issued a Statement of Deficiencies Letter (the
3 "April SOD"). The April SOD alleged that, during the aforementioned inspection, the April
4 CCB Agents found certain statutory and regulatory violations at CFSC, including the
5 following: (1) the use of an unapproved pesticide, soil amendment, fertilizer or other crop
6 production aids (specifically, CFSC was using Florel on its cannabis crops, even though the
7 CCB had issued notification that the Nevada Department of Agriculture had not approved
8 use of Florel, a plant growth regulator); (2) a failure to properly tag cannabis plants, which
9 were not placed in the proper locations on multiple plants; and (3) had several issues
10 involving building disrepair. Except as otherwise set forth in this Stipulation and Order,
11 CFSC neither admits, nor denies, the allegations set forth in the April SOD.

12 3. Commencing on or about March 14, 2023, and concluding on or about June 27,
13 2023, the CCB conducted a routine audit of CSFC's cannabis cultivation facility. The CCB
14 agents conducting this audit were Anissa Acfalle and Meiny Trisno (the "March CCB
15 Agents"). On or about June 28, 2023, the March CCB Agents issued a Statement of
16 Deficiencies Letter (the "June SOD"). The June SOD alleged that, during the
17 aforementioned audit the March CCB Agents found certain statutory and regulatory
18 violations at CFSC, including the following: (1) a failure to follow seed-to-sale tracking
19 requirements (due to clone and disposal logs failing to match METRC data); and (2) A
20 failure to meet the requirements for disposal of cannabis waste (the waste disposal log did
21 not document multiple requirements of disposal). Except as otherwise set forth in this
22 Stipulation and Order, CFSC neither admits, nor denies, the allegations set forth in the
23 June SOD.

24 4. Respondent thereafter worked with CCB staff to complete plans of correction
25 for the April SOD and the June SOD that were acceptable to CCB staff.

26 5. Thereafter, CCB staff, working through the Attorney General's Office, entered
27 into good faith settlement negotiations with CSFC, through its counsel, to attempt to resolve
28 the violations alleged in the April SOD and the June SOD. The Parties were able to come

1 to a mutually acceptable resolution of this matter which is acceptable to CCB staff and the
2 Attorney General, without the necessity of filing a Complaint for Disciplinary Action.
3 CSFC has agreed to waive the filing and service of a CCB Complaint, and the Parties
4 understand and agree that this Stipulation and Order must be approved by majority vote
5 of the members of the CCB to become effective.

6 6. As set forth herein, Respondent stipulates to pay a \$25,000 civil penalty for
7 the violations set forth herein in Paragraph 12, below, in lieu of the CCB filing and serving
8 a Complaint for Disciplinary Action ("Complaint") and proceeding to a disciplinary hearing.

9
10 **ACKNOWLEDGEMENTS AND APPLICABLE LAW**

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

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

26 8. Should this Stipulation and Order be rejected by the CCB or not timely
27 performed by CSFC, it is agreed that presentation to and consideration by the CCB of such
28 proposed 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 9. CSFC enters this Stipulation and Order after being fully advised of CSFC's
5 rights and as to the consequences of this Stipulation and Order. This Stipulation and Order
6 embodies the entire agreement reached between the CCB and CSFC. It may not be altered,
7 amended, or modified without the express written consent of the Parties, and all
8 alterations, amendments and/or modifications must be in writing. The Parties stipulate
9 and agree that this Stipulation and Order, if approved by the Board, resolves only the
10 issues discovered during the investigations set forth in the April SOD and the June SOD.

11 10. In an effort to avoid the cost and uncertainty of a disciplinary hearing, CSFC
12 has agreed to settle this matter. For purposes of settling this matter, CSFC acknowledges
13 that the facts contained in the paragraphs in the above "Pertinent Facts" portion of this
14 Stipulation and Order are true and correct. Without waiving any constitutional rights
15 against self-incrimination, CSFC further acknowledges that, if the CCB filed and served a
16 Complaint and the Administrative Action proceeded to an administrative hearing, the
17 "Pertinent Facts" could be found to constitute multiple violations of Title 56 of NRS (NRS
18 Chapters 678A through 678D), and the NCCR, with discipline including civil penalties of
19 at least \$222,500, and/or additional discipline against licenses C148 and RC148, if this
20 matter went to an administrative hearing.

21 11. In settling this matter, the Executive Director for CCB and counsel for CCB
22 have considered the factors set forth in NCCR 4.030(2), including: the gravity of the
23 violations; the economic benefit or savings, if any, resulting from the violations; the size of
24 the business of the violator; the history of compliance with the NCCR and Title 56 of NRS
25 by the violator; actions taken to remedy and/or correct the violations; and the effect of the
26 penalty on the ability of the violator to continue in business. Mitigating factors in Case No.
27 2024-01 include the fact that Respondent: (1) Voluntarily brought the Florel affected
28 cannabis to its facility and voluntarily destroyed it; (2) Implemented corrective action as

1 described in Paragraph 20, below; and (3) Hired a compliance officer to oversee operations;
2 (4) Cooperated with the CCB during the investigations; and (5) Cooperated in resolving
3 this matter without the need for the filing of a disciplinary complaint.

4 12. To resolve the Administrative Action, and only for those purposes and no
5 other, CSFC specifically admits to the following violations with respect to CCB Case No.
6 2024-01 for licenses C148 and RC148:

- 7 a. One violation of NCCR 4.050(1)(a)(15) for “using unauthorized
8 pesticides, soil amendments, fertilizers or other crop production aids”,
9 which constitutes one Category III violation; and
10 b. One violation of NCCR 4.050(1)(14) for failing to meet the requirements
11 for disposal of cannabis waste, which constitutes a second Category III
12 violation.

13 13. With respect to licenses C148 and RC148, CSFC further agrees to pay a civil
14 penalty in the amount of \$25,000¹ in consideration for its admitted violations in Paragraph
15 12(a) and (b), above, and in consideration for the CCB’s agreement to resolve the
16 Administrative Action on the terms set forth herein.

17 14. If the CCB approves this Stipulation and Order, it shall be deemed and
18 considered disciplinary action by the CCB against CSFC.

19 15. Both parties acknowledge that the CCB has jurisdiction to consider and order
20 this Stipulation and Order because CSFC holds privileged licenses regulated by the CCB
21 as of July 1, 2020. CSFC expressly, knowingly, and intentionally waives the 21-day and/or
22 5-day notice requirements contained in the Nevada Open Meeting Law² and acknowledges
23 that this Stipulation and Order may be presented to the CCB for its consideration and
24 potential ratification at the CCB’s meeting on April 18, 2024.

25 **STIPULATED ADJUDICATION**

26 Based upon the above acknowledgments of the Parties and their mutual agreement,
27

28 ¹To be apportioned \$12,500 to C148 and \$12,500 to RC148.

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

1 the Parties stipulate and agree that the following terms of discipline shall be imposed by
2 the CCB in this matter:

3 16. Violations: As to licenses C148 and RC148, CSFC is found to have committed
4 two Category III violations, as set forth in Paragraph 12(a) and 12(b), above.

5 17. Imposition of Civil Penalties. CSFC shall pay a total civil penalty in the
6 amount of Twenty-five Thousand Dollars (\$25,000) within the time set forth in Paragraph
7 18 below, to be apportioned as set forth in Paragraph 13, above.

8 18. Payment of Civil Penalties. *If the CCB approves this Stipulation and Order*
9 *at its April 18, 2024, meeting*, CSFC must pay the civil penalty set forth in this agreement
10 no later than 5:00 p.m., Pacific Time, on Monday, May 20, 2024. *If the CCB approves this*
11 *Stipulation and Order, or an Amended Stipulation and Order, at a CCB meeting which*
12 *occurs after April 18, 2024*, then CSFC must pay the civil penalty set forth in this
13 agreement within 30 days of the date the CCB approves this (or an amended) Stipulation
14 and Order, or the first business day thereafter, if the 30th day falls on a weekend or holiday
15 recognized by the State of Nevada.

16 19. Penalties for Failure to Comply with Payment Deadline. CSFC acknowledges
17 that it is critical to comply with the strict requirements of the deadline for payment set
18 forth in this agreement. CSFC agrees that, should it fail to timely make timely payment
19 under this Stipulation and Order, the following penalties and procedures will be in effect:

- 20 a. CCB will allow a five-business day grace period for late payment³.
- 21 b. If payment is not physically received by CCB at its Carson City office
22 by 5:00 p.m., Pacific Time, on the last day of the grace period within
23 which it is due, CSFC shall be deemed to be in breach of this Stipulation
24 and Order, deemed to be in default, and shall pay all amounts due
25 under this Stipulation and Order, as well as an additional late payment
26 penalty of fifty thousand dollars (\$50,000), and shall have its licenses

27 ³ 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 C148 and RC148 immediately suspended, with such suspension
2 remaining in place until all amounts due under this Stipulation and
3 Order are paid in full (inclusive of the \$50,000 late payment penalty).
4 The CCB will enter an order of default to this effect after default and
5 all amounts due under this subsection shall be immediately due and
6 payable to CCB. If all amounts due under this section are not paid
7 within 90 days after the date of the order of default, licenses C148 and
8 RC148 shall be deemed voluntarily surrendered. CSFC agrees it
9 cannot and will not file any petition for judicial review and/or any action
10 in any forum for relief from this order of default and that CCB may file
11 any judicial action necessary to recover the amounts owed under this
12 subsection, along with its attorneys' fees and costs for recovery of
13 amounts owed.

14 c. CSFC may petition the CCB for an extension of 30-days to pay the civil
15 penalty. However, for the CCB to consider any such petition, the CCB
16 must receive said petition no later than 5 business days prior to the
17 payment deadline set forth in Paragraph 18 (which does not include
18 any grace period). The CCB is not required to grant such a petition. In
19 such a petition, CSFC must demonstrate to the satisfaction of the CCB
20 that there are extraordinary and unusual circumstances necessitating
21 the extension requested. The CCB may delegate the decision as to
22 whether to grant such a petition to the CCB Chair.

23 d. If an extension is granted under Paragraph 19©, there shall be no grace
24 period on the new payment date. If CSFC does not pay by the new
25 payment date, the provisions and penalties of Paragraph 19(b) apply.

26 20. Plan of Correction. Respondent represents and warrants that it has submitted
27 and put in place a plan of correction, which CCB staff has approved, that will remedy and
28 prevent the recurrence of the violations set forth in this Stipulation and Order. In

1 summary, the plan of correction regarding the Administrative Action includes the
2 following: (1) The harvests affected by application of Florel were identified, placed on hold,
3 and Respondent voluntarily destroyed all cannabis affected by Florel; (2) Respondent's
4 certified applicator performed a review of all pesticides used at the facility to ensure
5 compliance with NCCR 11.065; (3) Cannabis plants were retagged to comply with
6 regulations; (4) Building disrepair issues were fixed; (5) Destruction logs were updated; and
7 (6) Respondent now performs monthly and quarterly reconciliations of its clone logs with
8 METRC.

9 21. Contingency if Approval Denied. If approval of this Stipulation and Order is
10 denied by the CCB, CSFC and counsel for the CCB agree to resume settlement negotiations
11 in good faith and attempt to reach an agreement to amend this Stipulation and Order and
12 resubmit an amended Stipulation and Order to the CCB to review for approval at a
13 subsequent regularly scheduled CCB meeting. If such an agreement cannot be reached, the
14 Parties agree to proceed with the Administrative Action, which shall include the filing and
15 service of a disciplinary complaint and a disciplinary hearing before the CCB or its assigned
16 hearing officer. Should the Administrative Action proceed for the reasons set forth in this
17 Paragraph, CCB preserves all its claims and arguments in the Administrative Action as
18 set forth in its Complaint⁴ (to be filed) and CSFC preserves all its defenses and arguments
19 it may assert. An unapproved Stipulation and Order shall not be admissible as evidence or
20 referenced in argument at any disciplinary hearing in CCB Case No. 2024-01 or any other
21 matter involving the CCB.

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

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

1 reach an agreement to amend this Stipulation and Order and resubmit an amended
2 stipulation and order to the CCB to review for approval at a subsequent regularly scheduled
3 meeting. If such an agreement cannot be reached, the Parties agree to proceed with the
4 Administrative Action, which shall include the filing and service of a disciplinary complaint
5 and a disciplinary hearing before the CCB or its assigned hearing officer. Should the
6 Administrative Action proceed for the reasons set forth in this Paragraph, CCB preserves
7 all its claims and arguments in the Administrative Action as set forth in its Complaint⁵ (to
8 be filed) and CSFC preserves all its defenses and arguments it may assert. An unapproved
9 Stipulation and Order shall not be admissible as evidence or referenced in argument at any
10 disciplinary hearing in CCB Case No. 2024-01 or any other matter.

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

13 24. Communications with CCB Members. CSFC understands that this
14 Stipulation and Order will be presented to the CCB in open session at a duly noticed and
15 scheduled CCB meeting. CSFC understands that the CCB has the right to decide in its own
16 discretion whether or not to approve this Stipulation and Order. The CCB's counsel, which
17 is the 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. CSFC
20 acknowledges that such communications may be made or conducted *ex parte*, without notice
21 or opportunity for CSFC 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. CSFC agrees that it has no objections to such *ex parte* communications. The
26 CCB agrees that CSFC and/or its counsel may appear at the CCB meeting where this

27 _____
28 ⁵ Should the CCB proceed with a disciplinary complaint, said complaint will not be limited to the violations
set forth in this settlement agreement and the CCB reserves its rights to include additional regulatory
violations in any such disciplinary complaint.

1 Stipulation and Order is discussed and, if requested, respond to any questions that may be
2 addressed to CSFC and/or the Nevada Attorney General's staff attorneys. CSFC agrees
3 that, should the CCB decline to approve this Stipulation and Order, CSFC will not contest
4 or otherwise object to any CCB member, and/or CCB appointed hearing officer, hearing and
5 adjudicating the Administrative Action based on the aforementioned *ex parte*
6 communications with anyone from the Nevada Attorney General's Office.

7 25. Release. Respondent agrees that the State of Nevada, the CCB, the Office of
8 the Attorney General, and each of their members, staff, attorneys, investigators, experts,
9 hearing officers, consultants and agents are immune from any liability for any decision or
10 action taken in good faith in response to information and data acquired by the CCB.
11 Respondent agrees to release the State of Nevada, the CCB, the Office of the Attorney
12 General, and each of their members, staff, attorneys, investigators, experts, hearing
13 officers, consultants and agents from any and all manner of actions, causes of action, suits,
14 debts, judgments, executions, claims and demands whatsoever, known or unknown, in law
15 or equity, that Respondent ever had, now has, may have or claim to have against any and/or
16 all of the persons, government agencies or entities named in this Paragraph, arising out of,
17 or by reason of, CCB's investigation of the matters set forth in this Stipulation and Order,
18 and/or the administration of CCB Case No. 2024-01.

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

26 Furthermore, the CCB may consider the discipline imposed herein in any future
27 disciplinary action against Respondent, as required under NCCR 4.030(2), along with the
28 other factors set forth in NCCR 4.030(2), and possible progressive discipline pursuant to

1 NCCR 4.035 through 4.060, or any other regulations of the Board in effect at the pertinent
2 time. As every case concerns different facts and details, this Stipulation does not act as
3 precedent, or persuasive authority, to bind CCB to impose any particular penalty, to charge
4 or allege any particular violation, and/or to impose any particular disciplinary action in the
5 future for this Respondent, or any other respondent, for violations of the same statutes
6 and/or regulations addressed in this Stipulation and Order. Likewise, CCB is not bound by
7 any previous settlement agreements it has approved in entering into this Stipulation and
8 Order.

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

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

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

27 30. Warranties of Authority. The Parties to this Stipulation and Order, and each
28 of them, expressly warrant and represent to all other Parties that each has the full right,

1 title, and authority to enter into and to carry out its obligations hereunder, with the sole
2 exception of the required approval of this Stipulation and Order by the CCB. The Parties
3 also expressly acknowledge the foregoing authority.

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

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

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

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

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

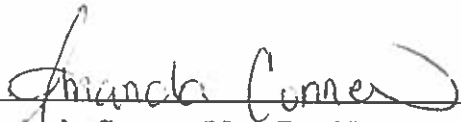
28 36. Time is of the essence. Time is of the essence in the performance of all terms

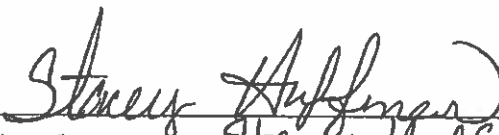
1 of this Stipulation and Order.

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

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

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

20
21  Date: 2/1/2024
22 Amanda Connor (Nev. Bar No. 12193)
23 Counsel for Respondent CSFC

24
25  Date: 2-29-24
26 (printed name Stacey Huffman)
27 On behalf of Respondent CSFC

28

1
2
3 LKR

Date: 3/25/2024

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

7
8 **ORDER**

9
10 WHEREAS, on the 18th day of April 2024, the Nevada Cannabis Compliance Board
11 approved and adopted all the terms and conditions set forth in the Stipulation and Order
12 for Settlement of Disciplinary Action with CSFC.

13 IT IS SO ORDERED.

14 SIGNED AND EFFECTIVE this 18th day of April, 2024.

15 **STATE OF NEVADA,**
16 **CANNABIS COMPLIANCE BOARD**

17
18 By: [Signature]
19 Adriana Guzmán Fralick, Chair