

1 waste; (6) had an owner without a valid cannabis establishment owner agent card; (7) failed
2 to submit timely inventory and sales reports; and (8) failed to properly maintain facility
3 visitor logs.

4 2. TTL has not filed an Answer and/or a Request for a Hearing as of the date of
5 this Stipulation and Order. Rather, TTL requested and was granted an extension to file its
6 Answer in order to attempt to negotiate resolution of the Administrative Action. The
7 Parties entered into good faith negotiations to resolve the Administrative Action and
8 reached an agreement in principle for resolving this case. As a result, the CCB's Chair
9 approved a stipulation and order to stay the Administrative Action on May 29, 2024, to
10 allow the Parties time to finalize this Stipulation and Order and for the CCB to consider
11 approval of this Stipulation and Order at its June 20, 2024, meeting.

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

17 ACKNOWLEDGEMENTS AND APPLICABLE LAW

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

20 4. TTL has entered into this Stipulation and Order on its own behalf and with
21 full authority to resolve the claims against it and is aware of TTL's rights to contest the
22 violations pending against it. These rights include representation by an attorney at TTL's
23 own expense, the right to file an answer to the Complaint, the right to a hearing on any
24 violations or allegations formally filed, the right to confront and cross-examine witnesses
25 called to testify against TTL, the right to present evidence on TTL's own behalf, the right
26 to have witnesses testify on TTL's behalf, the right to obtain any other type of formal
27 judicial review of this matter, and any other rights which may be accorded to TTL pursuant
28 to provisions of NRS Chapters 678A through 678D, the Nevada Cannabis Compliance

1 Regulations (NCCR), and any other provisions of Nevada law. TTL is waiving all these
2 rights by entering into this Stipulation and Order. If the CCB rejects this Stipulation and
3 Order, or any portion thereof, all such waivers shall be deemed withdrawn by TTL.

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

10 6. TTL acknowledges that this Stipulation and Order shall only become effective
11 after the CCB has approved it.

12 7. TTL enters this Stipulation and Order after being fully advised of TTL's rights
13 and as to the consequences of this Stipulation and Order. This Stipulation and Order
14 embodies the entire agreement reached between the CCB and TTL. It may not be altered,
15 amended, or modified without the express written consent of the Parties, and all
16 alterations, amendments and/or modifications must be in writing. The Parties stipulate
17 and agree that this Stipulation and Order, if approved by the Board, resolves only the
18 allegations set forth in the Administrative Action via the Complaint in Case No. 2024-007.

19 8. In an effort to avoid the cost and uncertainty of a disciplinary hearing, TTL
20 has agreed to settle these matters. For purposes of settling these matters, TTL
21 acknowledges that the facts contained in the paragraphs in the above "Pertinent Facts"
22 section of this Stipulation and Order are true and correct. Without waiving any
23 constitutional rights against self-incrimination, TTL further acknowledges that certain
24 facts contained in the CCB Complaint in Case No. 2024-007 could be found to constitute
25 violations of Title 56 of NRS (NRS Chapters 678A through 678D), and the NCCR, with civil
26 penalties of up to \$80,000 for licenses C119 and RC119, if these matters proceeded to an
27 administrative hearing.

28 9. In settling this matter, the Executive Director for CCB and counsel for CCB

1 have considered the factors set forth in NCCR 4.030(2), including: the gravity of the
2 violations; the economic benefit or savings, if any, resulting from the violations; the size of
3 the business of the violator; the history of compliance with the NCCR and Title 56 of NRS
4 by the violator¹; actions taken to remedy and/or correct the violations; and the effect of the
5 penalty on the ability of the violator to continue in business. The Executive Director for
6 CCB and counsel for CCB have also considered the appropriate mitigating factors in
7 reaching the proposed settlement of this Administrative Action. The mitigating factors in
8 Case No. 2024-007 include: (1) the fact that Respondent cooperated with the CCB's staff in
9 formulating and instituting a plan of correction (as set forth below) to prevent regulatory
10 violations from occurring in the future; (2) Respondent also cooperated with the CCB's
11 counsel in resolving this matter shortly after the Complaint was filed; and (3) TTL
12 terminated the employee who was responsible for the lack of a City of Las Vegas business
13 license and who provided false information to CCB Agents. The CCB staff and counsel
14 appropriately weighted each of the mitigating factors and the Parties stipulate and agree
15 to the weight given to each factor. The greatest weight was given to mitigating factor No.
16 3, which involved Category I and Category II violations. The other two factors were
17 weighed equally in further reducing the number of violations admitted to and reducing the
18 total civil penalties. The Executive Director for CCB and counsel for CCB also took into
19 account the size of the Respondent's business and the impact of the civil penalties on its
20 ability to continue with its business. A reasonable civil penalty has been proposed in this
21 Stipulation and Order, and Respondent has been provided with a payment plan, at its
22 request, that will allow full payment over 7 months to mitigate the financial impact on
23 Respondent.

24 10. To resolve the Administrative Action, and only for those purposes and no
25

26 ¹ With respect to TTL's recent compliance history, and as noted in the Complaint, the CCB also conducted a
27 routine audit of TTL on June 10, 2022. During that prior audit, other CCB agents also found several
28 violations of seed-to-sale tracking requirements, non-compliance with submitting required reports, and
incomplete visitor logs. No disciplinary complaint was filed as a result of those findings. However, TTL was
advised of these deficiencies via a Statement of Deficiencies Letter the CCB sent to TTL on October 14, 2022.

1 other, TTL specifically admits to the following five violations with respect to the Complaint
2 in CCB Case No. 2024:

- 3 a. One violation of NCCR 4.050(1)(a)(5) for failing to follow a required
4 security plan, which constitutes one Category III violation.
- 5 b. One violation of NCCR 4.050(1)(a)(3) for failing to follow seed-to-sale
6 tracking requirements, which constitutes a second Category III
7 violation.
- 8 c. One violation of NCCR 4.055(1)(a)(1) for failing to display or have in
9 the immediate possession of each cannabis establishment agent a
10 cannabis establishment agent registration card or proof of temporary
11 registration, which constitutes a Category IV violation.
- 12 d. One violation of NCCR 4.060(1)(a)(7) for failing to submit required
13 reports to the Board, which constitutes a Category V violation.
- 14 e. One violations of NCCR 4.060(1)(a)(6) for failing to comply with any
15 other requirements not described in another category of violations²,
16 which constitutes a second Category V violation.

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

19 11. With respect to licenses C119 and RC119, TTL further agrees to pay a civil
20 penalty in the amount of \$35,000³ in consideration for its admitted violations in Paragraphs
21 10(a) through 10(e), above, and to accept a formal CCB warning in consideration for its
22 admitted first Category V violation in Paragraph 10(d), and in consideration for the CCB's
23 agreement to resolve the Administrative Action on the terms set forth herein.

24 12. If the CCB approves this Stipulation and Order, it shall be deemed and
25 considered disciplinary action by the CCB against TTL.

26 13. Both parties acknowledge that the CCB has jurisdiction to consider and order
27

28 ² Failing to maintain proper visitor logs.

³ To be apportioned \$17,500 to C119 and \$17,500 to RC119.

1 this Stipulation and Order because TTL holds privileged licenses regulated by the CCB as
2 of July 1, 2020. TTL expressly, knowingly, and intentionally waives the 21-day and/or 5-
3 day notice requirements contained in the Nevada Open Meeting Law⁴ and acknowledges
4 that this Stipulation and Order may be presented to the CCB for its consideration and
5 potential ratification at the CCB's meeting on June 20, 2024.

6 **STIPULATED ADJUDICATION**

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

10 14. **Violations:** As to licenses C119 and RC119, TTL is found to have committed
11 two Category III violations, one Category IV violation, and two Category V violations, as
12 set forth in Paragraphs 10(a) through 10(e), above.

13 15. **Imposition of Civil Penalties.** TTL shall pay a total civil penalty in the amount
14 of Thirty-five Thousand Dollars (\$35,000) within the time set forth in Paragraph 17 below,
15 to be apportioned as set forth in Paragraph 11, above.

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

23 17. **Payment of Civil Penalties.** TTL must pay the total civil penalty set forth in
24 this agreement within the time frames set forth in this Paragraph and Paragraph 18. TTL
25 may pay the lump sum of \$35,000 in civil penalties within 30 days of the date the CCB
26 approves this Stipulation and Order⁵ (the "Lump Sum Payment Option"). In the
27

28 ⁴ And/or the 7 and 14-calendar day requirements under A.B. 52, Section 6.

⁵ Which would be Monday, July 22, 2024, if the CCB approves this Stipulation and Order at its June 20, 2024, meeting.

1 alternative, TTL may elect to pay the civil penalties via a payment plan as set forth in this
 2 Paragraph (the "Payment Plan Option"), in which payment is to be made in installments
 3 over 7 months, on the fifteenth day of the month (or first business day thereafter),
 4 commencing the month after the CCB approves this Stipulation and Order. If this
 5 Stipulation and Order is approved at the June 20, 2024, CCB meeting, the Payment Plan
 6 Option payments shall be made on the following schedule and in the indicated amounts:

7 Installment	Payment Deadline	Amount of Payment⁶
8 First Installment	Monday, July 15, 2024	\$5,000
9 Second Installment	Thursday, August 15, 2024	\$5,000
10 Third Installment	Monday, September 16, 2024	\$5,000
11 Fourth Installment	Tuesday, October 15, 2024	\$5,000
12 Fifth Installment	Friday, November 15, 2024	\$5,000
13 Sixth Installment	Monday, December 16, 2024	\$5,000
14 Seventh Installment	Thursday, January 16, 2025	\$5,000

15 TTL may pay any installment prior to its due date without pre-payment penalty. If TTL
 16 makes the first payment of \$5,000 on or before July 15, 2024, it shall be deemed to have
 17 elected the Payment Plan Option. If this Stipulation and Order is approved at a CCB
 18 meeting later than June 20, 2024, the Parties shall meet and confer and develop a new
 19 payment plan schedule which shall be submitted to the CCB's Chair for approval, and the
 20 provisions of Paragraph 18 shall apply to that new payment schedule.

21 18. Penalties for Failure to Comply with Payment Deadlines. TTL acknowledges
 22 that it is critical to comply with the strict requirements of the deadlines for payment set
 23 forth in this agreement under the Lump Sum Payment Option or the Payment Plan Option,
 24 whichever it should elect. TTL agrees that, should it fail to timely make any installment
 25 payment under the Payment Plan Option (or fail to comply with the Lump Sum Payment
 26 Option, if applicable), the following penalties and procedures will be in effect:

27 _____
 28 ⁶ Each payment of \$5,000 shall be apportioned \$2,500 to C119 and \$2,500 to RC119; however, Respondent may pay each installment with a single payment of \$5,000. When Respondent reverts to a single license under S.B.277, any payments shall be solely attributable to that single license.

- 1 a. CCB will allow a five-business day grace period for late payment⁷.
- 2 b. If payment is not physically received by CCB at its Carson City office
- 3 by 5:00 p.m., Pacific Time, on the last day of the grace period, TTL shall
- 4 be deemed to be in breach of this Stipulation and Order, deemed to be
- 5 in default, and deemed to have admitted all allegations in the CCB
- 6 Complaint in Case No. 2024-007 and shall pay all penalties and receive
- 7 all discipline set forth under the "Relief Requested" section of the
- 8 Complaint, inclusive of the civil penalty of \$80,000, and shall have its
- 9 licenses C119 and RC119 immediately suspended, with such
- 10 suspension remaining in place until all amounts due under this
- 11 Stipulation and Order are paid in full and within 90 days of the order
- 12 of default. The CCB will enter an order of default to this effect after
- 13 default and all amounts due under this subsection shall be immediately
- 14 due and payable to CCB. If all amounts due under this section are not
- 15 paid within 90 days after the date of the order of default, licenses C119
- 16 and RC119 shall be deemed voluntarily surrendered. TTL agrees it
- 17 cannot and will not file any petition for judicial review and/or any action
- 18 in any forum for relief from this order of default and/or this Stipulation
- 19 and Order and that the CCB may file any judicial action necessary to
- 20 recover the amounts owed under this subsection, along with its
- 21 attorneys' fees and costs for recovery of amounts owed.
- 22 c. TTL may petition the CCB for an extension of 30 days to pay any of the
- 23 installments set forth in Paragraph 17 (or the lump sum, under the
- 24 Lump Sum Payment Option). However, for the CCB to consider any
- 25 such petition, the CCB must receive said petition no later than 5
- 26

27 ⁷ 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 business days prior to the installment deadline at issue (which does not
2 include any grace period). The CCB is not required to grant such a
3 petition. In such a petition, TTL must demonstrate to the satisfaction
4 of the CCB that there are extraordinary and unusual circumstances
5 necessitating the extension requested and specify which installment
6 deadline or deadlines it is seeking an extension. The CCB may delegate
7 the decision as to whether to grant such a petition to the CCB Chair.

8 d. If an extension is granted under Paragraph 18(c), there shall be no
9 grace period on the new payment date or dates. If TTL does not pay by
10 the new payment date or dates, the provisions and penalties of
11 Paragraph 18(b) apply.

12 19. Plan of Correction. Respondent represents and warrants that it has submitted
13 and put in place a plan of correction, which CCB staff has approved, that will remedy and
14 prevent the recurrence of the violations set forth in this Stipulation and Order. In
15 summary, the plan of correction regarding the Administrative Action includes the
16 following: (1) TTL terminated its Inventory Manager on October 23, 2023, and replaced her
17 with a new compliance manager and director of operations on October 24, 2023; (2) TTL
18 has now obtained a City of Las Vegas business license and discontinued deliveries to the
19 City of Las Vegas until it received that business license; (3) TTL has installed/replaced
20 security cameras and ensured its security cameras have proper and unobstructed coverage;
21 (4) TTL has implemented a security malfunction log to ensure malfunctions are timely
22 reported to the CCB; (5) TTL now ensures all clone batches are logged and documented
23 with verification first, followed by recording in METRC; (6) TTL has updated its harvest
24 logs to include the final yield rate of processed usable cannabis; (7) TTL's destruction and
25 waste logs were updated to show confirmation that cannabis waste is recorded as unusable
26 before physical disposal occurs; (8) TTL now ensures destruction logs and waste logs are
27 recorded in METRC correctly and with no variances, with dual verification from employees;
28 (9) TTL now requires visitors to enter all required information into visitor logs, which is

1 now checked and confirmed by the employee hosting each visitor; (10) TTL submitted the
2 required agent card application for the owner who did not possess an agent card; and (11)
3 TTL now ensures that all its required sales and inventory reports are timely submitted to
4 the CCB. Respondent further represents and warrants that it is now, as of the date, it has
5 executed this Stipulation and Order, operating in full compliance with NRS Title 56 and
6 NCCR.

7 20. Contingency if Approval Denied. If approval of this Stipulation and Order is
8 denied by the CCB, TTL and counsel for the CCB agree to resume settlement negotiations
9 in good faith and attempt to reach an agreement to amend this Stipulation and Order and
10 resubmit an amended Stipulation and Order to the CCB to review for approval at a
11 subsequent regularly scheduled CCB meeting. If such an agreement cannot be reached, the
12 Parties agree to proceed with the Administrative Action, with TTL to timely file its Answer
13 and Request for Hearing, and the matter to proceed to a disciplinary hearing before the
14 CCB's assigned hearing officer in the ordinary course. Should the Administrative Action
15 proceed for the reasons set forth in this Paragraph, CCB preserves all its claims and
16 arguments in the Administrative Action as set forth in its Complaint and TTL preserves
17 all its defenses and arguments it may set forth in its Answer, and withdraws all waivers
18 set forth herein. An unapproved Stipulation and Order shall not be admissible as evidence
19 or referenced in argument at any disciplinary hearing in CCB Case No. 2024-007 or any
20 other matter involving the CCB.

21 21. Contingency if Approval Conditioned. If the CCB approves this Stipulation
22 and Order, but said approval is contingent on certain conditions, the Parties will undertake
23 further good faith negotiations to include said conditions in an amended stipulation and
24 order for execution by the CCB Chair. If TTL does not agree to the certain conditions
25 imposed by the CCB, the Parties will undertake additional negotiations and attempt to
26 reach an agreement to amend this Stipulation and Order and resubmit an amended
27 stipulation and order to the CCB to review for approval at a subsequent regularly scheduled
28 meeting. If such an agreement cannot be reached, the Parties agree to proceed with the

1 Administrative Action, with TTL to timely file its Answer and Request for Hearing, and
2 the matter to proceed to a disciplinary hearing before the CCB's assigned hearing officer in
3 the ordinary course. Should the Administrative Action proceed for the reasons set forth in
4 this Paragraph, CCB preserves all its claims and arguments in the Administrative Action
5 as set forth in its Complaint and TTL preserves all its defenses and arguments it may set
6 forth in its Answer, and withdraws all waivers set forth herein. An unapproved Stipulation
7 and Order shall not be admissible as evidence or referenced in argument at any disciplinary
8 hearing in CCB Case No. 2024-007 or any other matter involving the CCB.

9 22. Closure of Disciplinary Action. Once this Stipulation and Order is fully
10 performed by TTL, the Administrative Action will be closed.

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

1 adjudicating the Administrative Action based on the aforementioned *ex parte*
2 communications with anyone from the Nevada Attorney General's Office.

3 24. Release. Respondent agrees that the State of Nevada, the CCB, the Office of
4 the Attorney General, and each of their members, staff, attorneys, investigators, experts,
5 hearing officers, consultants and agents are immune from any liability for any decision or
6 action taken in good faith in response to information and data acquired by the CCB.
7 Respondent agrees to release the State of Nevada, the CCB, the Office of the Attorney
8 General, and each of their members, staff, attorneys, investigators, experts, hearing
9 officers, consultants and agents from any and all manner of actions, causes of action, suits,
10 debts, judgments, executions, claims and demands whatsoever, known or unknown, in law
11 or equity, that Respondent ever had, now has, may have or claim to have against any and/or
12 all of the persons, government agencies or entities named in this Paragraph, arising out of,
13 or by reason of, CCB's investigation of the matters set forth in the Complaint, the matters
14 set forth in this Stipulation and Order, and/or the administration of CCB Case No. 2024-
15 007.

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

23 Furthermore, the CCB may consider the discipline imposed herein in any future
24 disciplinary action against Respondent, as required under NCCR 4.030(2), along with the
25 other factors set forth in NCCR 4.030(2), and possible progressive discipline pursuant to
26 NCCR 4.035 through 4.060. As every case concerns different facts and details, this
27 Stipulation does not act as precedent, or persuasive authority, to bind CCB to impose any
28 particular penalty, to charge or allege any particular violation, and/or to impose any

1 particular disciplinary action in the future for this Respondent, or any other respondent,
2 for violations of the same statutes and/or regulations addressed in this Stipulation and
3 Order. Likewise, CCB is not bound by any previous settlement agreements it has approved
4 in entering into this Stipulation and Order.

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

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

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

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

28 30. Binding Effect. This Stipulation and Order shall be binding upon and inure

1 to the benefit of the Parties hereto and the Parties' respective successors, predecessors,
2 parents, affiliates, shareholders, employees, heirs, executors, assigns, and administrators.

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

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

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

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

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

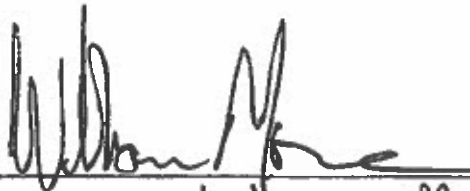
26 36. Severability. If any portion of this Stipulation and Order, or its application
27 thereof to any person or circumstance, shall be deemed to any extent to be invalid, illegal,
28 or unenforceable as a matter of law, all remaining clauses of this Stipulation and Order


1 and its application thereof shall be not affected and shall remain enforceable to the fullest
2 extent permitted by law.

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

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

16
17  Date: 6.7.24
18 Adam R. Fulton (Nev. Bar No. 11572)
19 Counsel for Respondent TTL

20
21  Date: 6/7/24
22 (printed name William Moore),
23 On behalf of Respondent TTL

24
25  Date: 6/10/2024
26 L. Kristopher Rath (Nev. Bar No. 5749)
27 Senior Deputy Attorney General
28 Counsel for Cannabis Compliance Board

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ORDER

WHEREAS, on the 20th day of June 2024, 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 TTL.

IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 20th day of June, 2023.

**STATE OF NEVADA,
CANNABIS COMPLIANCE BOARD**

By: 
Adriana Guzmán Fralick, Chair