

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

3 STATE OF NEVADA, CANNABIS  
4 COMPLIANCE BOARD,

5 Petitioner,

Case No. 2024-014

6 vs.

7 Nevada Organic Remedies LLC (C094),

8 Respondent.

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

10 1. The Cannabis Compliance Board (the “CCB” or the “Board”), by and through  
11 its counsel, Aaron D. Ford, Attorney General for the State of Nevada, and Anthony T.  
12 Garasi, Esq., Senior Deputy Attorney General, hereby enters into this Stipulation and  
13 Order for Settlement of Disciplinary Action (“Stipulation and Order”) with Respondent  
14 Nevada Organic Remedies LLC (hereinafter “NOR” or “Respondent”), by and through its  
15 Cannabis Receiver, Jacques Santucci of Opus Consulting Partners, LLC (the “Receiver”)  
16 via the Receiver’s counsel of record, John J. Savage, Esq., of Howard & Howard Attorneys  
17 PLLC. Pursuant to this Stipulation and Order, NOR and the CCB (collectively, the  
18 “Parties”) hereby stipulate and agree that CCB Case No. 2024-014 (the “Administrative  
19 Action”) shall be fully and finally settled and resolved upon the terms and conditions set  
20 out herein.

21 **PERTINENT FACTS**

22 2. Respondent is a domestic limited liability company in the State of Nevada.  
23 NOR holds cultivation, production, dispensary, and distribution licenses. This Stipulation  
24 and Order relates only to cannabis establishment identification No. C094.<sup>1</sup>

25 3. Commencing on or about June 5, 2023, the CCB conducted a routine audit of

26 \_\_\_\_\_  
27 <sup>1</sup> At the time of the alleged violations, NOR held two cultivation licenses subject to allegations of potential  
28 violations: C094 and RC094. Pursuant to NRS 678B.215 enacted in SB277, 2023 Leg., 82nd Sess. (Nv. 2023),  
dual licenses (adult use together with medical) were converted into a single license. At the time of this  
settlement, NOR’s two licenses have been condensed to one: C094.

1 NOR's cannabis cultivation facility. The CCB agents conducting this audit were Anissa  
2 Acfalle and Jordan Galloway ("CCB Agents"). On or about August 23, 2023, the CCB  
3 Agents issued a Statement of Deficiencies Letter (the "SOD"). The SOD alleged that,  
4 during the aforementioned audit, the CCB agents found certain statutory and regulatory  
5 violations at the NOR cultivation facility, including, in part, the following: (1) a failure to  
6 reconcile the quantity of plants and wet weight documented on the harvest log with  
7 information recorded in the seed to sale inventory tracking system; (2) a failure to reconcile  
8 the quantity of clones and source plants documented on the clone log with information  
9 recorded in the seed to sale inventory tracking system; and (3) a failure to meet electronic  
10 monitoring requirements prescribed by the Board. The SOD required NOR to provide a  
11 written plan of correction ("POC") for the foregoing issue within 10 business days. Except  
12 as otherwise set forth herein, NOR neither admits nor denies the allegations set forth in  
13 the SOD.

14 4. Subsequent to receiving the SOD, on or about September 7, 2023, the CCB  
15 received NOR's written POC. The POC noted that several alleged violations identified  
16 above were due to employee training and clerical errors. The POC noted re-training was  
17 implemented and the items were corrected, or corrections were in progress. Further, the  
18 POC noted a security camera vendor was engaged to audit the facility and determine the  
19 necessary steps to gain full visibility of the blocked areas. On September 8, 2023, the CCB  
20 issued an Accepted Plan of Correction Letter to NOR.

21 5. Thereafter, CCB staff, working with the Attorney General's Office, entered  
22 into good faith settlement negotiations with NOR, through its Receiver's counsel, to attempt  
23 to resolve the violations alleged in the SOD. The Parties were able to come to a mutually  
24 acceptable resolution of this matter which is acceptable to CCB staff and the Attorney  
25 General without the necessity of filing a Complaint for Disciplinary Action. NOR has  
26 agreed to waive the filing and service of a CCB Complaint, and the Parties understand and  
27 agree that this Stipulation and Order must be approved by majority vote of the members  
28 of the CCB to become effective.

1           6.       As set forth herein, Respondent stipulates to pay a \$10,000.00 civil penalty  
2 for the violations set forth herein in Paragraph 16, below, in lieu of the CCB filing and  
3 serving a Complaint for Disciplinary Action (“Complaint”) and proceeding to a disciplinary  
4 hearing

5                                   **ACKNOWLEDGEMENTS AND APPLICABLE LAW**

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

8           7.       NOR enters into this Stipulation and Order on its own behalf and with full  
9 authority to resolve the claims against it and is aware of NOR’s rights to contest the  
10 violations pending against it. These rights include representation by an attorney at NOR’s  
11 own expense, the right to the filing and service of a disciplinary Complaint specifying the  
12 charges against Respondent, the right to a hearing on any violations or allegations formally  
13 filed, the right to confront and cross-examine witnesses called to testify against NOR, the  
14 right to present evidence on NOR’s own behalf, the right to have witnesses testify on NOR’s  
15 behalf, the right to obtain any other type of formal judicial review of this matter, and any  
16 other rights which may be accorded to NOR pursuant to provisions of NRS Chapters 678A  
17 through 678D, NRS Chapter 233B, the Nevada Cannabis Compliance Regulations (NCCR),  
18 and any other provisions of Nevada law. NOR is waiving all these rights by entering into  
19 this Stipulation and Order. If the CCB rejects this Stipulation and Order, or any portion  
20 thereof, all such waivers shall be deemed withdrawn by NOR.

21           8.       Should this Stipulation and Order be rejected by the CCB or not timely  
22 performed by NOR, it is agreed that presentation to and consideration by the CCB of such  
23 proposed stipulation or other documents or matters pertaining to the consideration of this  
24 Stipulation and Order shall not unfairly or illegally prejudice the CCB or any of its  
25 members from further participation, consideration, adjudication, and/or resolution of these  
26 proceedings and that no CCB member shall be disqualified or challenged for bias.

27           9.       NOR acknowledges that this Stipulation and Order shall only become effective  
28 after the CCB has approved it.

1           10.    NOR enters this Stipulation and Order after being fully advised of NOR's  
2 rights and as to the consequences of this Stipulation and Order. This Stipulation and Order  
3 embodies the entire agreement reached between the CCB and NOR. It may not be altered,  
4 amended, or modified without the express written consent of the Parties, and all  
5 alterations, amendments and/or modifications must be in writing. The Parties stipulate  
6 and agree that this Stipulation and Order, if approved by the Board, resolves only the  
7 allegations set forth in the Administrative Action via the August 23, 2023 SOD and  
8 subsequent investigative activities directly related thereto as well as any and all other  
9 potential disciplinary matters related to NOR that remain open and/or pending at the time  
10 of this Settlement Agreement.<sup>2</sup>

11           11.    To avoid the cost and uncertainty of a disciplinary hearing, NOR has agreed  
12 to settle these matters. For purposes of settling these matters, NOR acknowledges that the  
13 facts contained in the paragraphs in the above "Pertinent Facts" section of this Stipulation  
14 and Order are true and correct. Without waiving any constitutional rights against self-  
15 incrimination, NOR further acknowledges that certain facts contained in the above-  
16 referenced SOD could be found to constitute violations of Title 56 of NRS (NRS Chapters  
17 678A through 678D), and the NCCR, with civil penalties of up to \$50,000.00 for license  
18 C094 if these matters proceeded to a CCB Complaint and an administrative hearing.

19           12.    The Executive Director for CCB and counsel for CCB have considered the  
20 appropriate mitigating factors in reaching the proposed settlement of this Administrative  
21 Action. The mitigating factors include:

- 22           a.    NOR's cooperation in the audit related to the deficiencies as set forth in  
23                Paragraphs 3 through 4, and NOR's cooperation with the CCB's staff in  
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25           <sup>2</sup> Notwithstanding the scope of this Stipulation and Order, the CCB acknowledges and agrees that: (a) any  
26 and all other potential disciplinary matters related to NOR for alleged acts and/or omissions occurring prior  
27 to the Effective Date of this Stipulation and Order that were previously under investigation by the CCB are  
28 now closed; and (b) no further action will be taken against NOR or its other cannabis establishment licenses  
for any alleged acts and/or omissions that were under investigation by the CCB prior to the Effective Date of  
this Stipulation and Order.

1           formulating and instituting a plan of correction (as set forth below) to prevent  
2           regulatory violations from occurring in the future;

3           b. the speed and efficiency at which the plan of correction was implemented;

4           c. NOR's lack of history of non-compliance in the three years prior to the June  
5           5, 2023 SOD;

6           d. NOR, the Receiver, and the Receiver's counsel cooperated in the resolution of  
7           the issues identified in the SOD without the need to file a formal disciplinary  
8           Complaint; and

9           e. the pending TOI of NOR to Deep Roots Aria Acqco, Inc. ("DRH") which is  
10          bringing new ownership/management to the company. The new  
11          ownership/management has a history of compliance.<sup>3</sup>

12          13. In settling this matter, the Executive Director for CCB and counsel for CCB  
13          have also considered the factors set forth in NCCR 4.030(2), including: the gravity of the  
14          violations; the economic benefit or savings, if any, resulting from the violations; the size of  
15          the business of the violator; the history of compliance with the NCCR and Title 56 of NRS  
16          by the violator; actions taken to remedy and/or correct the violations; and the effect of the  
17          penalty on the ability of the violator to continue in business.

18          14. The Executive Director for CCB and counsel for CCB also considered the size  
19          of the Respondent's business and the impact of the civil penalties on its ability to continue  
20          with its business, and in this matter, the effect of the civil penalty on the new ownership's  
21          business and operations. A reasonable civil penalty has been proposed in this Stipulation  
22          and Order, and Respondent has been provided with a payment schedule that will allow full  
23          payment within 30 days of the CCB approval of this Stipulation and Order to mitigate the  
24          financial impact on Respondent.

25          15. The CCB staff and counsel appropriately weighted each of the above  
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27          <sup>3</sup> The CCB acknowledges and agrees that DRH's acquisition of the C094 does not, in and of itself, create any  
28          successor or other liability for DRH arising from such acquisition, and that, due to regulatory restrictions,  
        DRH has no ability to take any action to prevent or address any pre-acquisition violations by NOR.

1 considerations as well as the mitigating factors, and the Parties stipulate and agree to the  
2 weight given to each consideration. The five mitigating factors were weighed equally in  
3 further reducing the number of violations admitted to and reducing the total civil penalties.

4 16. To resolve the Administrative Action, and only for those purposes and no  
5 other, NOR specifically admits to the following single violation with respect to CCB Case  
6 No. 2024-014 as to its cultivation license (C094):

7 a. One violation of NCCR 4.060(1)(a)(6) for failing to comply with any  
8 other requirements not described in another category of violations,  
9 which constitutes a Category V violation.

10 17. As to the remaining allegations in the SOD, NOR neither admits nor denies  
11 those allegations and no civil penalties shall be assessed as to those remaining alleged  
12 violations.

13 18. With respect to license C094, NOR further agrees to pay a civil penalty in the  
14 amount of \$10,000.00 in consideration for its admitted violation in Paragraphs 16, above,  
15 and in consideration for the CCB's agreement to resolve the Administrative Action on the  
16 terms set forth herein.

17 19. If the CCB approves this Stipulation and Order, it shall be deemed and  
18 considered disciplinary action by the CCB against NOR.

19 20. Both parties acknowledge that the CCB has jurisdiction to consider and order  
20 this Stipulation and Order because NOR holds privileged licenses regulated by the CCB.  
21 NOR expressly, knowingly, and intentionally waives the 21-day and/or 5-day notice  
22 requirements contained in the Nevada Open Meeting Law<sup>4</sup> and acknowledges that this  
23 Stipulation and Order may be presented to the CCB for its consideration and potential  
24 ratification at the CCB's meeting on August 15, 2024.

25 **STIPULATED ADJUDICATION**

26 Based upon the above acknowledgments of the Parties and their mutual agreement,  
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<sup>4</sup> And/or the 7 and 14-calendar day requirements in NRS 241.033.

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

3 21. Violations: As to license C094, NOR is found to have committed one Category  
4 V violation, as set forth in Paragraphs 16, above.

5 22. Imposition of Civil Penalties. NOR shall pay a total civil penalty in the  
6 amount of Ten Thousand Dollars (\$10,000.00) within the time set forth in Paragraph 23  
7 below.

8 23. Payment of Civil Penalties. NOR must pay the total civil penalty set forth in  
9 this agreement within the time frames set forth in this Paragraph and Paragraph 24. NOR  
10 shall pay the lump sum of \$10,000.00 in civil penalties within 30 days of the date the CCB  
11 approves this Stipulation and Order.<sup>5</sup>

12 24. Penalties for Failure to Comply with Payment Deadlines. NOR acknowledges  
13 that it is critical to comply with the strict requirements of the deadline for payment set  
14 forth in this agreement. NOR agrees that, should it fail to timely make a payment by the  
15 deadline set forth in Paragraph 23 above, the following penalties and procedures will be in  
16 effect:

- 17 a. CCB will allow a five-business day grace period for late payment<sup>6</sup>.
- 18 b. If payment is not physically received by CCB at its Carson City or Las  
19 Vegas office by 5:00 p.m., Pacific Time, on the last day of the grace  
20 period, NOR shall be deemed to be in breach of this Stipulation and  
21 Order, deemed to be in default, and shall pay all amounts due under  
22 this Stipulation and Order, as well as an additional late payment  
23 penalty of Fifty Thousand Dollars (\$50,000), and shall have its license  
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25 <sup>5</sup> Which would be Monday, September 16, 2024, if the CCB approves this Stipulation and Order at its August  
15, 2024, meeting.

26 <sup>6</sup> If a check or other form of payment is returned for insufficient funds, or otherwise rejected, the failed  
27 payment will not be considered a payment and no additional time beyond the five business days grace period  
28 will be granted for payment.

1 C094 immediately suspended, with such suspension remaining in place  
2 until all amounts due under this Stipulation and Order are paid in full  
3 and within 90 days of the order of default. The CCB will enter an order  
4 of default to this effect after default and all amounts due under this  
5 subsection shall be immediately due and payable to CCB. If all  
6 amounts due under this section are not paid within 90 days after the  
7 date of the order of default, license C094 shall be deemed voluntarily  
8 surrendered. NOR agrees it cannot and will not file any petition for  
9 judicial review and/or any action in any forum for relief from this order  
10 of default and/or this Stipulation and Order, and that the 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. NOR may petition the CCB for an extension of 30 days to pay the  
15 amount set forth in Paragraph 23. However, for the CCB to consider  
16 any such petition, the CCB must receive said petition no later than five  
17 (5) business days prior to the payment deadline (which does not include  
18 any grace period). The CCB is not required to grant such a petition. In  
19 such a petition, NOR must demonstrate to the satisfaction of the CCB  
20 there are extraordinary and unusual circumstances necessitating the  
21 extension requested and specify which installment deadline or  
22 deadlines it is seeking an extension. The CCB may delegate the decision  
23 as to whether to grant such a petition to the CCB Chair.

24 d. If an extension is granted under Paragraph 24(c), there shall be no  
25 grace period on the new payment date or dates. If NOR does not pay by  
26 the new payment date or dates, the provisions and penalties of  
27 Paragraph 24(b) apply.  
28



1           25.    Plan of Correction. Respondent represents and warrants that it has submitted  
2 and put in place a plan of correction, which CCB staff has approved, that will remedy and  
3 prevent the recurrence of the violations set forth in this Stipulation and Order. In  
4 summary, the plan of correction regarding the Administrative Action includes the  
5 following: (1) NOR updated its training practices to comply with the NCCRs; (2) NOR  
6 updated its internal auditing procedures to ensure future accuracy; and (3) NOR engaged  
7 a security camera vendor to audit the facility and determine necessary steps to gain full  
8 visibility of all areas. Respondent further represents and warrants that it is now, as of the  
9 date it has executed this Stipulation and Order, operating in full compliance with NRS  
10 Title 56 and NCCR.

11           26.    Contingency if Approval Denied. If approval of this Stipulation and Order is  
12 denied by the CCB, NOR and counsel for the CCB agree to resume settlement negotiations  
13 in good faith and attempt to reach an agreement to amend this Stipulation and Order and  
14 resubmit an amended Stipulation and Order to the CCB to review for approval at a  
15 subsequent regularly scheduled CCB meeting. If such an agreement cannot be reached, the  
16 Parties agree to proceed with the Administrative Action, which shall include the filing and  
17 service of a disciplinary Complaint, NOR's timely Answer and Request for Hearing upon  
18 service of the Complaint, and the matter proceeding to a disciplinary hearing before the  
19 CCB's assigned hearing officer in the ordinary course. Should the Administrative Action  
20 proceed for the reasons set forth in this Paragraph, CCB preserves all its claims and  
21 arguments in the Administrative Action and NOR preserves all its defenses and arguments  
22 it may set forth in its Answer, and withdraws all waivers set forth herein. An unapproved  
23 Stipulation and Order shall not be admissible as evidence or referenced in argument at any  
24 disciplinary hearing in CCB Case No. 2024-014 or any other matter involving the CCB.

25           27.    Contingency if Approval Conditioned. If the CCB approves this Stipulation  
26 and Order, but said approval is contingent on certain conditions, the Parties will undertake  
27 further good faith negotiations to include said conditions in an amended stipulation and  
28 order for execution by the CCB Chair. If NOR does not agree to the certain conditions

1 imposed by the CCB, the Parties will undertake additional negotiations and attempt to  
2 reach an agreement to amend this Stipulation and Order and resubmit an amended  
3 stipulation and order to the CCB to review for approval at a subsequent regularly scheduled  
4 meeting. If such an agreement cannot be reached, the Parties agree to proceed with the  
5 Administrative Action, which shall include the filing and service of a disciplinary  
6 Complaint, NOR's timely Answer and Request for Hearing upon service of the Complaint,  
7 and the matter proceeding to a disciplinary hearing before the CCB's assigned hearing  
8 officer in the ordinary course. Should the Administrative Action proceed for the reasons  
9 set forth in this Paragraph, CCB preserves all its claims and arguments in the  
10 Administrative Action and NOR preserves all its defenses and arguments it may set forth  
11 in its Answer, and withdraws all waivers set forth herein. An unapproved Stipulation and  
12 Order shall not be admissible as evidence or referenced in argument at any disciplinary  
13 hearing in CCB Case No. 2024-014 or any other matter involving the CCB.

14       28.    Closure of Disciplinary Action. Once this Stipulation and Order is fully  
15 performed by NOR, the Administrative Action will be closed.

16       29.    Communications with CCB Members. NOR understands that this Stipulation  
17 and Order will be presented to the CCB in open session at a duly noticed and scheduled  
18 CCB meeting. NOR understands that the CCB has the right to decide in its own discretion  
19 whether to approve this Stipulation and Order. The CCB's counsel, which is the Nevada  
20 Attorney General and its staff attorneys, will recommend approval of this Stipulation and  
21 Order. In the course of seeking CCB acceptance of this Stipulation and Order, counsel for  
22 CCB may communicate directly with individual CCB members. NOR acknowledges that  
23 such communications may be made or conducted *ex parte*, without notice or opportunity for  
24 NOR to be heard on its part until the public CCB meeting where this Stipulation and Order  
25 is discussed, and that such contacts and communications may include, but may not be  
26 limited to, matters concerning this Stipulation and Order, the Administrative Action, and  
27 any and all information of every nature whatsoever related to these matters. NOR agrees  
28 that it has no objections to such *ex parte* communications. The CCB agrees that NOR and/or

1 its Receiver or counsel may appear at the CCB meeting where this Stipulation and Order  
2 is discussed and, if requested, respond to any questions that may be addressed to NOR  
3 and/or the Nevada Attorney General's staff attorneys. NOR agrees that, should the CCB  
4 decline to approve this Stipulation and Order, NOR will not contest or otherwise object to  
5 any CCB member, and/or CCB appointed hearing officer, hearing and adjudicating the  
6 Administrative Action based on the aforementioned *ex parte* communications with anyone  
7 from the Nevada Attorney General's Office.

8       30. Release. Respondent agrees that the State of Nevada, the CCB, the Office of  
9 the Attorney General, and each of their members, staff, attorneys, investigators, experts,  
10 hearing officers, consultants and agents are immune from any liability for any decision or  
11 action taken in good faith in response to information and data acquired by the CCB.  
12 Respondent agrees to release the State of Nevada, the CCB, the Office of the Attorney  
13 General, and each of their members, staff, attorneys, investigators, experts, hearing  
14 officers, consultants and agents from any and all manner of actions, causes of action, suits,  
15 debts, judgments, executions, claims and demands whatsoever, known or unknown, in law  
16 or equity, that Respondent ever had, now has, may have or claim to have against any and/or  
17 all of the persons, government agencies or entities named in this Paragraph, arising out of,  
18 or by reason of, CCB's investigation of the matters set forth in the Complaint, the matters  
19 set forth in this Stipulation and Order, and/or the administration of CCB Case No. 2024-  
20 014.

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

28       Furthermore, the CCB may consider the discipline imposed herein in any future

1 disciplinary action against Respondent, as required under NCCR 4.030(2), along with the  
2 other factors set forth in NCCR 4.030(2), and possible progressive discipline pursuant to  
3 NCCR 4.055(2). As every case concerns different facts and details, this Stipulation does  
4 not act as precedent, or persuasive authority, to bind CCB to impose any particular penalty,  
5 to charge or allege any particular violation, and/or to impose any particular disciplinary  
6 action in the future for this Respondent, or any other respondent, for violations of the same  
7 statutes and/or regulations addressed in this Stipulation and Order. Likewise, CCB is not  
8 bound by any previous settlement agreements it has approved in entering into this  
9 Stipulation and Order.

10 Furthermore, the CCB acknowledges and agrees it may, but is not required to,  
11 consider new ownership of C094 as a mitigating factor for future progressive discipline  
12 against NOR. The CCB also acknowledges and agrees that future discipline for any acts  
13 or omissions that occur prior to the transfer of C094 will be pursued against the individuals  
14 who are found to be responsible for any such violations and who still hold Nevada agent  
15 cards at the time such violations are found. If any such pre-transfer acts or omissions are  
16 discovered and disclosed by new ownership, the CCB will consider any such voluntary  
17 disclosure as a mitigating factor in determining whether to impose any future discipline.

18 32. Attorneys' Fees and Costs. The Parties each agree to bear their own attorneys'  
19 fees and costs.

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

23 34. Voluntary and Informed Agreement. The Respondent represents that its  
24 Court-Appointed Receiver has read completely and understand fully the terms of this  
25 Stipulation and Order, that such terms are fully understood and voluntarily accepted by  
26 Respondent in advance of and as memorialized by the signing of this Stipulation and Order,  
27 and that the Respondent's signature to this Stipulation and Order indicates same.  
28 Respondent further represents that it has voluntarily entered into this Stipulation and

1 Order to make a full, final, and complete compromise upon the terms and conditions set  
2 forth herein. Respondent further represents that any releases, waivers, discharges,  
3 covenants, and agreements provided for in this Stipulation and Order have been knowingly  
4 and voluntarily granted and without any duress or undue influence of any nature from any  
5 person or entity. The Parties, and each of them, hereby expressly acknowledge that they  
6 are each represented by counsel of their own choice in this matter and have been advised  
7 by counsel accordingly.

8       35. Warranties of Authority. The Parties to this Stipulation and Order, and each  
9 of them, expressly warrant and represent to all other Parties that each has the full right,  
10 title, and authority to enter into and to carry out its obligations hereunder, with the sole  
11 exception of the required approval of this Stipulation and Order by the CCB. The Parties  
12 also expressly acknowledge the foregoing authority.

13       36. Binding Effect. This Stipulation and Order shall be binding upon and inure  
14 to the benefit of the Parties hereto and the Parties' respective successors, predecessors,  
15 parents, affiliates, shareholders, employees, heirs, executors, assigns, and administrators.

16       37. Construction. The headings of all Sections and Paragraphs of this Stipulation  
17 and Order are inserted solely for the convenience of reference and are not a part of the  
18 Stipulation and Order and are not intended to govern, limit, or aid in the construction or  
19 interpretation of any term or provision of this Stipulation and Order. In the event of a  
20 conflict between such caption and the paragraph at the head of which it appears, the  
21 paragraph and not such caption shall govern in the construction of this Stipulation and  
22 Order.

23       38. Governing Law. This Stipulation and Order shall be governed by and  
24 construed in accordance with the laws of the State of Nevada, without reference to conflict  
25 of law principles.

26       39. Jurisdiction and Forum Selection. The Parties consent to the jurisdiction of  
27 the Eighth Judicial District Court of the State of Nevada, in and for Clark County, to  
28 resolve any disputes related to the terms or enforcement of this Stipulation and Order. The

1 successful or prevailing Party or Parties in such action shall be entitled to recover  
2 reasonable attorney fees, costs, and expenses actually incurred in initiating or responding  
3 to such proceeding, in addition to any other relief to which it may be entitled.

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

9       41. Time is of the Essence. Time is of the essence in the performance of all terms  
10 of this Stipulation and Order.

11       42. Severability. If any portion of this Stipulation and Order, or its application  
12 thereof to any person or circumstance, shall be deemed to any extent to be invalid, illegal,  
13 or unenforceable as a matter of law, all remaining clauses of this Stipulation and Order  
14 and its application thereof shall be not affected and shall remain enforceable to the fullest  
15 extent permitted by law.

16       43. Counterparts and Copies. This Stipulation and Order may be executed in  
17 counterparts, each of which when so executed and upon delivery to counsel of record for the  
18 Parties shall be deemed an original ("Counterparts"). This Stipulation and Order shall be  
19 deemed executed when Counterparts of this Stipulation and Order have been executed by  
20 all the Parties and/or their counsel; such Counterparts taken together shall be deemed to  
21 be the Agreement. This Stipulation and Order may be executed by signatures provided by  
22 electronic facsimile or email, which signatures shall be binding and effective as original  
23 wet ink signatures hereupon. All fully executed copies of this Stipulation and Order are  
24 duplicate originals, equally admissible in evidence.

25       IN WITNESS WHEREOF, this Stipulation and Order has been executed by the  
26 Parties and attested by their duly authorized representatives as of the date(s) so indicated.  
27 The Effective Date of this Stipulation and Order shall be the date it is ordered by the CCB.  
28

*John J. Savage*

Date: 08/07/2024

John J. Savage, Esq. (Nev. Bar No. 11455)  
Counsel for Receiver

*JSS*

Date: 08/07/2024

Jacques Santucci of Opus Consulting  
Partners, LLC,  
Court-Appointed Receiver on behalf of  
Respondent NOR

*Anthony T. Garasi*

Date: 8/7/24

Anthony T. Garasi (Nev. Bar No. 11134)  
Senior Deputy Attorney General  
Counsel for Cannabis Compliance Board

**ORDER**

WHEREAS, on the 15th day of August 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 NOR in Case 2024-014.

IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 15<sup>th</sup> day of August, 2024.

**STATE OF NEVADA,  
CANNABIS COMPLIANCE BOARD**

By: *Adriana Guzmán Fialick*

Adriana Guzmán Fialick, Chair