BEFORE THE CANNABIS COMPLIANCE BOARD STATE OF NEVADA

STATE OF NEVADA, CANNABIS COMPLIANCE BOARD,

Case No. 2025-006

Petitioner.

VS.

BLOSSUM GROUP, LLC (C059),

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, L. Kristopher Rath, Esq., and Anthony Garasi, Esq., Senior Deputy Attorneys General, hereby enters into this Stipulation and Order for Settlement of Disciplinary Action ("Stipulation and Order") with Respondent Blossum Group, LLC (hereinafter "BLOSSUM" or "Respondent"), by and through its authorized corporate representative, Hamid Rowshan¹. Pursuant to this Stipulation and Order, BLOSSUM and the CCB (collectively, the "Parties") hereby stipulate and agree that CCB Case No. 2025-006 (the "Administrative Action") shall be fully and finally settled and resolved upon the terms and conditions set out herein.

PERTINENT FACTS

1. On or about September 3, 2025, the CCB initiated the Administrative Action via the service and filing of a Complaint for Disciplinary Action (the "Complaint"). The Complaint alleges, *inter alia*, that, contrary to Nevada law, the BLOSSUM medical and adult-use cannabis cultivation facility (C059): (1) failed to meet the requirements for disposal of cannabis waste; (2) failed to tag cannabis and cannabis products as required;

¹ Hamid Rowshan is the designated managing member of BLOSSUM and is also the CCB's registered Point of Contact for BLOSSUM.

(3) failed to comply with seed-to-sale tracking requirements; (4) failed to notify the CCB of a change in its operating hours; (4) failed to post its current cannabis license; and (5) failed to properly submit required quarterly reports to the Board.

- 2. As set forth in CCB's Complaint, BLOSSUM had been warned of prior regulatory violations via Letters of Concern on January 31, 2023 (for its January 2022 audit), and on September 23, 2024 (for its December 2023 audit).
- 3. On or about September 17, 2025, Hamid Rowshan, as authorized corporate representative of BLOSSUM, filed BLOSSUM's Answer to the CCB's Complaint, generally denying the allegations in the Complaint. Pursuant to the CCB's Order of August 21, 2025, the Administrative Action was assigned to the CCB's Hearings Division, once Respondent filed its Answer. The matter was assigned to Amy M. Meyer, Hearing Officer and Administrative Law Judge. The Administrative Action then proceeded through the ordinary course of the disciplinary process.
- 4. During the course of the Administrative Action, the Parties engaged in good faith settlement negotiations and were able to reach an agreement to resolve² the Administrative Action that is mutually acceptable to Respondent, CCB staff, and counsel for the CCB, with the understanding that this Stipulation and Order must be approved by a majority vote of the members of the CCB to become effective.

ACKNOWLEDGEMENTS AND APPLICABLE LAW

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

5. BLOSSUM has entered into this Stipulation and Order on its own behalf and with full authority to resolve the claims against it, and is aware of BLOSSUM's rights to contest the violations pending against it. These rights include representation by an attorney at BLOSSUM's own expense, the right to a hearing on any violations or allegations

² The Parties reached a resolution of this matter in principle prior to the Hearing Officer holding an early case conference. The Hearing Officer entered an order staying the Administrative Action on October 27, 2025, to enable the Parties to bring this Stipulation and Order before the Board to consider its approval.

formally filed, the right to confront and cross-examine witnesses called to testify against BLOSSUM, the right to present evidence on BLOSSUM's own behalf, the right to have witnesses testify on BLOSSUM's behalf, the right to obtain any other type of formal judicial review of this matter, and any other rights which may be accorded to BLOSSUM pursuant to provisions of NRS Chapters 678A through 678D, the Nevada Cannabis Compliance Regulations (NCCR), NRS Chapter 233B, and any other provisions of Nevada law. BLOSSUM is waiving all these rights by entering into this Stipulation and Order. If the CCB rejects this Stipulation and Order, all such waivers shall be deemed withdrawn by BLOSSUM.

- 6. Should this Stipulation and Order be rejected by the CCB or not timely performed by BLOSSUM, it is agreed that presentation to and consideration by the CCB of such proposed stipulation or other documents or matters pertaining to the consideration of this Stipulation and Order shall not unfairly or illegally prejudice the CCB or any of its members or hearing officers from further participation, consideration, adjudication, and/or resolution of these proceedings and that no CCB member or hearing officer shall be disqualified or challenged for bias.
- 7. BLOSSUM acknowledges that this Stipulation and Order shall only become effective after the CCB has approved it.
- 8. BLOSSUM enters this Stipulation and Order after being fully advised of BLOSSUM's rights and as to the consequences of this Stipulation and Order. This Stipulation and Order embodies the entire agreement reached between the CCB and BLOSSUM. It may not be altered, amended, or modified without the express written consent of the Parties, and all alterations, amendments and/or modifications must be in writing. The Parties stipulate and agree that this Stipulation and Order, if approved by the Board, resolves <u>only</u> the allegations set forth in the Administrative Action via the Complaint in Case No. 2025-006.
- 9. In an effort to avoid the cost and uncertainty of a disciplinary hearing, BLOSSUM has agreed to settle this matter. For purposes of settling this matter,

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BLOSSUM acknowledges that the facts contained in the paragraphs in the above "Pertinent Facts" section of this Stipulation and Order are true and correct. Without waiving any constitutional rights against self-incrimination, BLOSSUM further acknowledges that, certain facts contained in the CCB Complaint in Case No. 2025-006 could be found to constitute multiple violations of Title 56 of NRS (NRS Chapters 678A through 678D), and the NCCR, with discipline including civil penalties of at least \$48,000, if this matter went to an administrative hearing.

- 10. In settling this matter, the Executive Director for CCB and counsel for CCB have considered the factors set forth in NCCR 4.030(2), including: the gravity of the violations; the economic benefit or savings, if any, resulting from the violations; the size of the business of the violator; the history of compliance with the NCCR and Title 56 of NRS by the violator; actions taken to remedy and/or correct the violations; and the effect of the penalty on the ability of the violator to continue in business. The gravity of the violations are serious, as they include multiple Category III violations, some of which were repeated violations from prior audits. As set forth in Paragraph 2, above, BLOSSUM has had two Letters of Concern issued over the last three years. BLOSSUM is not a large-size cannabis cultivation facility and is currently in conditional status. As detailed further in this Stipulation and Order, BLOSSUM has taken actions to remedy and correct the violations. A large civil penalty may affect the ability of BLOSSUM to continue in business; however, the Parties agree that a reasonable civil penalty has been recommended, given the history of prior warnings and the seriousness of the violations. Moreover, BLOSSUM has been granted the option of an 8-month time period over which it will make \$1,000 payment installments each month, as set forth herein.
- 11. The Executive Director for CCB, and counsel for the CCB, have also considered the appropriate aggravating factors (pursuant to NCCR 4.030(2), 4.035(2), 4.040(2), 4.050(2), 4.055(2), and 4.060(2)), and the appropriate mitigating factors (pursuant to NRS 678A.645(2) and 678A.647), in reaching the proposed settlement of this Administrative Action.

- a. The <u>Aggravating Factors</u> include BLOSSUM's prior warnings via two Letters of Concern and repeated violations, as set forth in Paragraph 2, above.
- b. The <u>Mitigating Factors</u> include: (1) BLOSSUM has submitted and implemented a CCB approved plan of correction for the violations set forth in the Complaint; and (2) BLOSSUM, though its authorized corporate representative, Hamid Rowshan, has cooperated with CCB's counsel in resolving this Administrative Action without the need to proceed with a disciplinary hearing. The Parties stipulate and agree that each of these mitigating factors were weighted equally in reducing the violations admitted to, as well as allowing BLOSSUM to remain in business with corrective measures in place.
- 12. To resolve the Administrative Action, and only for those purposes and no other, BLOSSUM specifically admits to the following two violations with respect to the Complaint in CCB Case No. 2025-006 for license C059:
 - a. One violation of NCCR 4.050(1)(a)(23), for failing to tag cannabis and cannabis product as required, which constitutes one Category III violation.
 - b. One violation of NCCR 4.060(1)(a)(7), for failing to submit required quarterly reports to the CCB, which constitutes one Category V violation.

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

- 13. With respect to license C059, BLOSSUM further agrees to pay a civil penalty in the amount of \$8,000 in consideration for its admitted violations in Paragraph 12, above, and in consideration for the CCB's agreement to resolve the Administrative Action on the terms and conditions set forth herein.
- 14. If the CCB approves this Stipulation and Order, it shall be deemed and considered disciplinary action by the CCB against BLOSSUM.

15. Both parties acknowledge that the CCB has jurisdiction to consider and order this Stipulation and Order because BLOSSUM holds a privileged license regulated by the CCB as of July 1, 2020. BLOSSUM expressly, knowingly, and intentionally waives the 14-day and/or 7-day notice requirements contained in the Nevada Open Meeting Law³ and acknowledges that this Stipulation and Order may be presented to the CCB for its consideration and potential ratification at the CCB's meeting on November 20, 2025.

STIPULATED ADJUDICATION

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

- 16. <u>Violations</u>: As to license C059, BLOSSUM is found to have committed one Category III violation and one Category V, and as set forth in Paragraph 12, above.
- 17. <u>Imposition of Civil Penalties</u>. BLOSSUM shall pay a total civil penalty in the amount of Eight Thousand Dollars (\$8,000) within the time set forth in Paragraph 19, below.
- 18. Formal Warning. In accordance with NCCR 4.060(2)(a)(1), the CCB hereby issues a formal warning to BLOSSUM, as to its first Category V violation in the immediately preceding three years: BLOSSUM shall comply with all requirements and regulations regarding the timely and proper submission of all required reports to the Board. Failure to do so in the future will invoke additional progressive discipline and shall be considered an aggravating factor in considering the amount of civil penalties in any future disciplinary actions.
- 19. Payment of Civil Penalties. BLOSSUM must pay the total civil penalty set forth in this agreement within the time frames set forth in this Paragraph and Paragraph 20. BLOSSUM may pay the lump sum of \$8,000 in civil penalties within 30 days of the date

³ NRS 241.033.

the CCB approves this Stipulation and Order⁴ (the "Lump Sum Payment Option"). In the alternative, BLOSSUM may elect to pay the civil penalties via a payment plan as set forth in this Paragraph (the "Payment Plan Option"), in which payment is to be made in installments over 8 months, on the fifteenth day of the month (or first business day thereafter), commencing the month after the CCB approves this Stipulation and Order. If this Stipulation and Order is approved at the November 20, 2025, CCB meeting, the Payment Plan Option payments shall be made on the following schedule and in the indicated amounts:

Installment	Payment Deadline	Amount of Payment
First Installment	Monday, December 15, 2025	\$1,000
Second Installment	Thursday, January 15, 2026	\$1,000
Third Installment	Tuesday, February 17, 2026	\$1,000
Fourth Installment	Monday, March 16, 2026	\$1,000
Fifth Installment	Wednesday, April 15, 2026	\$1,000
Sixth Installment	Friday, May 15, 2026	\$1,000
Seventh Installment	Monday, June 15, 2026	\$1,000
Eighth Installment	Wednesday, July 15, 2026	\$1,000

20. BLOSSUM may pay any installment prior to its due date without prepayment penalty. If BLOSSUM makes the first payment of \$1,000 on or before December 15, 2025, it shall be deemed to have elected the Payment Plan Option. If this Stipulation and Order is approved at a CCB meeting later than November 20, 2025, the Parties shall meet and confer and develop a new payment plan schedule which shall be submitted to the CCB's Chair for approval, and the provisions of Paragraph 21 shall apply to that new payment schedule.

21. Penalties for Failure to Comply with Payment Deadline. BLOSSUM

⁴ Which would be Monday, December 22, 2025, if the CCB approves this Stipulation and Order at its November 20, 2025, meeting.

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acknowledges that it is critical to comply with the strict requirements of the deadlines for payment set forth in this Agreement under the Lump Sum Payment Option or the Payment Plan Option, whichever it should select. BLOSSUM agrees that, should it fail to timely make any installment payment under the Payment Plan Option (or fail to comply with the Lump Sum Payment Option, if applicable), the following penalties and procedures will be in effect:

- a. CCB will allow a seven-business day grace period for late payment⁵ for each installment.
- b. If payment (or a payment installment) is not physically received by CCB at its Carson City office by 5:00 p.m., Pacific Time, or actually received via an electronic payment via ACH6, on the last day of the grace period for any installment, BLOSSUM shall be deemed to be in breach of this Stipulation and Order, deemed to be in default, and shall pay all amounts due under this Stipulation and Order, as well as an additional late payment penalty of Ten Thousand dollars (\$10,000), and shall have its license C059 immediately suspended, with such suspension remaining in place until all amounts due under this Stipulation and Order are paid in full (inclusive of the \$10,000 late payment penalty). The CCB will enter an order of default to this effect after default and all amounts due under this subsection shall be immediately due and payable to CCB. If all amounts due under this subsection are not paid within 90 days after the date of the order of default, license C059 shall be deemed voluntarily surrendered. BLOSSUM agrees it cannot and will not file any petition for judicial

⁵ If a check or other form of payment (including ACH) is returned for insufficient funds, or otherwise rejected, the failed payment will <u>not</u> be considered a payment and no additional time beyond the seven business days grace period will be granted for payment.

⁶ When counsel for the CCB transmits the final, executed copy of this Stipulation and Order to Respondent, Respondent will also receive a letter instructing the Respondent on the acceptable payment methods and how to make each type of payment.

review and/or any action in any forum for relief from this order of default and that CCB may file any judicial action necessary to recover the amounts owed under this subsection, along with its attorneys' fees and costs for recovery of amounts owed.

- c. BLOSSUM may petition the CCB Chair (or in the Chair's absence, the Vice Chair) up to four times in total? (but no more) for an extension of 30 days to pay an installment set forth in Paragraph 19 (or the lump sum, under the Lump Sum Payment Option). However, for the CCB to consider any such petition, the CCB must receive said petition no later than 5 business days prior to the installment deadline at issue (which does not include any grace period). The CCB is not required to grant such a petition. In such a petition, BLOSSUM must demonstrate to the satisfaction of the CCB that there are extraordinary and unusual circumstances necessitating the extension requested and specify which installment deadline or deadlines it is seeking an extension. The CCB Chair or Vice Chair may delegate the decision as to whether to grant such a petition to the CCB's Executive Director. Should such an extension be granted, counsel for the CCB may forward a new payment schedule to BLOSSUM or its point of contact or counsel.
- d. If an extension is granted under Paragraph 21(c), there shall be no grace period on the new payment date. If BLOSSUM does not pay by the new payment date, the provisions and penalties of Paragraph 21(b) shall apply.
- 22. <u>Plan of Correction</u>. Respondent represents and warrants that it has submitted and put in place a plan of correction, which CCB staff has approved, that will remedy and prevent the recurrence of the violations set forth in this Stipulation and Order. In

⁷ For example, Respondent could petition for two extensions on the first installment, and one on the third and another on the eighth. Respondent is limited to a total of 4 extensions only over the entire 8 installments.

summary, the plan of correction regarding the Administrative Action includes the following: (1) BLOSSUM has established separate waste logs for its cultivation and production facilities; (2) BLOSSUM updated its standard operating procedures ("SOPs") for cannabis waste and undertook additional staff training on cannabis waste procedures; (3) BLOSSUM updated its standard operating procedures ("SOPs") for package adjustments, undertook additional staff training on package adjustment procedures, and opened a METRC clean-up; (4) BLOSSUM destroyed the untagged cannabis; (5) BLOSSUM initiated a procedure to notify CCB of all changes in its operating hours; (6) BLOSSUM designated a specific staff member to post its most current cannabis license; and (7) BLOSSUM designated Hamid Rowshan as the responsible person for uploading all quarterly inventory reports to CCB. Respondent further represents and warrants that it is now, as of the date it has executed this Stipulation and Order, operating in full compliance with NRS Title 56 and NCCR.

- 23. Contingency if Approval Denied. If approval of this Stipulation and Order is denied by the CCB, BLOSSUM and counsel for the CCB agree to resume settlement negotiations in good faith and attempt to reach an agreement to amend this Stipulation and Order and resubmit an amended Stipulation and Order to the CCB to review for approval at a subsequent regularly scheduled CCB meeting. If such an agreement cannot be reached, the Parties agree to proceed with the Administrative Action, and the matter to proceed to a disciplinary hearing before the CCB's assigned hearing officer in the ordinary course. Should the Administrative Action proceed for the reasons set forth in this Paragraph, CCB preserves all its claims and arguments in the Administrative Action as set forth in its Complaint and BLOSSUM preserves all its defenses and arguments as set forth in its Answer, and withdraws all waivers set forth herein. An unapproved Stipulation and Order shall not be admissible as evidence or referenced in argument at any disciplinary hearing in CCB Case No. 2025-006 or any other matter involving the CCB.
- 24. <u>Contingency if Approval Conditioned</u>. If the CCB approves this Stipulation and Order, but said approval is contingent on certain conditions, the Parties will undertake

further good faith negotiations to include said conditions in an amended stipulation and order for execution by the CCB Chair. If BLOSSUM does not agree to the certain conditions imposed by the CCB, the Parties will undertake additional negotiations and attempt to reach an agreement to amend this Stipulation and Order and resubmit an amended stipulation and order to the CCB to review for approval at a subsequent regularly scheduled meeting. If such an agreement cannot be reached, the Parties agree to continue to proceed with the Administrative Action, and the matter to proceed to a disciplinary hearing before the CCB's assigned hearing officer in the ordinary course. Should the Administrative Action proceed for the reasons set forth in this Paragraph, CCB preserves all its claims and arguments in the Administrative Action as set forth in its Complaint and BLOSSUM preserves all its defenses and arguments set forth in its Answer, and withdraws all waivers set forth herein. An unapproved Stipulation and Order shall not be admissible as evidence or referenced in argument at any disciplinary hearing in CCB Case No. 2025-006 or any other matter involving the CCB.

- 25. <u>Closure of Disciplinary Action</u>. Once this Stipulation and Order is fully performed by BLOSSUM, the Administrative Action will be closed.
- 26. Communications with CCB Members. BLOSSUM understands that this Stipulation and Order will be presented to the CCB in open session at a duly noticed and scheduled CCB meeting. BLOSSUM understands that the CCB has the right to decide in its own discretion whether or not to approve this Stipulation and Order. The CCB's counsel, which is the Nevada Attorney General and its staff attorneys, will recommend approval of this Stipulation and Order. In the course of seeking CCB acceptance of this Stipulation and Order, counsel for CCB may communicate directly with individual CCB members. BLOSSUM acknowledges that such communications may be made or conducted ex parte, without notice or opportunity for BLOSSUM to be heard on its part until the public CCB meeting where this Stipulation and Order is discussed, and that such contacts and communications may include, but may not be limited to, matters concerning this Stipulation and Order, the Administrative Action and any and all information of every

nature whatsoever related to these matters. BLOSSUM agrees that it has no objections to such ex parte communications. The CCB agrees that BLOSSUM and/or its counsel (should BLOSSUM later retain counsel) may appear at the CCB meeting where this Stipulation and Order is discussed and, if requested, respond to any questions that may be addressed to BLOSSUM and/or the Nevada Attorney General's staff attorneys. BLOSSUM agrees that, should the CCB decline to approve this Stipulation and Order, BLOSSUM will not contest or otherwise object to any CCB member, and/or CCB appointed hearing officer, hearing and adjudicating the Administrative Action based on the aforementioned ex parte communications with anyone from the Nevada Attorney General's Office.

- Release. Respondent agrees that the State of Nevada, the CCB, the Office of the Attorney General, and each of their members, staff, attorneys, investigators, experts, hearing officers, consultants and agents are immune from any liability for any decision or action taken in good faith in response to information and data acquired by the CCB. Respondent agrees to release the State of Nevada, the CCB, the Office of the Attorney General, and each of their members, staff, attorneys, investigators, experts, hearing officers, consultants and agents from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known or unknown, in law or equity, that Respondent ever had, now has, may have or claim to have against any and/or all of the persons, government agencies or entities named in this Paragraph, arising out of, or by reason of, CCB's investigation of the matters set forth in this Stipulation and Order, and/or the administration of CCB Case No. 2025-006.
- 28. No Precedent. The Parties agree: (1) That this Stipulation and Order shall not constitute a precedent for any other issues or proceedings before the CCB and/or in any other forum, other than those set forth in this Stipulation and Order; and (2) That this Stipulation and Order shall not be admissible in any other proceeding or action with respect to proof of fact or any other matter and/or any other licensee and/or cannabis establishment, except proceedings brought to enforce this Stipulation and Order under its terms and/or for the CCB's consideration of future disciplinary action against this Respondent.

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

- 29. <u>Attorneys' Fees and Costs</u>. The Parties each agree to bear their own attorneys' fees and costs, if any.
- 30. <u>Further Assurances</u>. The Parties shall cooperate in executing such additional documents and performing such further acts as may be reasonably necessary to give effect to the purposes and provisions of this Stipulation and Order.
- 31. Voluntary and Informed Agreement. The Respondent represents that its owners, officers, members, managers, and/or its directors, who are responsible for and able to legally bind BLOSSUM have read completely and understand fully the terms of this Stipulation and Order, that such terms are fully understood and voluntarily accepted by Respondent in advance of and as memorialized by the signing of this Stipulation and Order, and that the Respondent's signature to this Stipulation and Order indicates same. Respondent further represents that it has voluntarily entered into this Stipulation and Order to make a full, final, and complete compromise upon the terms and conditions set forth herein. Respondent further represents that any releases, waivers, discharges, covenants, and agreements provided for in this Stipulation and Order have been knowingly and voluntarily granted and without any duress or undue influence of any nature from any person or entity. Hamid Rowshan, BLOSSUM's authorized corporate representative, point of contact with the CCB, and an owner of BLOSSUM, represents and warrants that he has

had the opportunity to obtain counsel for BLOSSUM to represent it in case 2025-006 and to review and advise BLOSSUM on this Stipulation and Order. Hamid Rowshan further warrants that, on behalf of BLOSSUM, he has knowingly chosen to waive BLOSSUM's right to legal counsel in this matter. Additionally, Hamid Rowshan represents and warrants that he is fully authorized to enter into this Stipulation and Order on behalf of BLOSSUM and legally bind BLOSSUM to all terms and conditions contained in this Stipulation and Order.

- 32. Warranties of Authority. The Parties to this Stipulation and Order, and each of them, expressly warrant and represent to all other Parties that each has the full right, title, and authority to enter into and to carry out its obligations hereunder, with the sole exception of the required approval of this Stipulation and Order by the CCB. The Parties also expressly acknowledge the foregoing authority.
- 33. <u>Binding Effect</u>. This Stipulation and Order shall be binding upon and inure to the benefit of the Parties hereto and the Parties' respective successors, predecessors, parents, affiliates, shareholders, employees, heirs, executors, assigns, and administrators.
- 34. <u>Construction</u>. The headings of all Sections and Paragraphs of this Stipulation and Order are inserted solely for the convenience of reference and are not a part of the Stipulation and Order and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision of this Stipulation and Order. In the event of a conflict between such caption and the paragraph at the head of which it appears, the paragraph and not such caption shall govern in the construction of this Stipulation and Order.
- 35. <u>Governing Law</u>. This Stipulation and Order shall be governed by and construed in accordance with the laws of the State of Nevada, without reference to conflict of law principles.
- 36. <u>Jurisdiction and Forum Selection</u>. The Parties consent to the jurisdiction of the Eighth Judicial District Court of the State of Nevada, in and for Clark County, to resolve any disputes related to the terms or enforcement of this Stipulation and Order. The

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

- 37. <u>Interpretation</u>. This Stipulation and Order is the result of negotiations among the Parties who have each negotiated and reviewed its terms. In the event a Court ever construes this Agreement, the Parties expressly agree, consent, and assent that such Court shall not construe this Agreement or any provision hereof against any Party as its drafter for purposes of interpreting any ambiguity or uncertainty in this Stipulation and Order.
- 38. <u>Time is of the Essence</u>. Time is of the essence in the performance of all terms of this Stipulation and Order.
- 39. Severability. If any portion of this Stipulation and Order, or its application thereof to any person or circumstance, shall be deemed to any extent to be invalid, illegal, or unenforceable as a matter of law, all remaining clauses of this Stipulation and Order and its application thereof shall be not affected and shall remain enforceable to the fullest extent permitted by law.
- 40. Counterparts and Copies. This Stipulation and Order may be executed in counterparts, each of which when so executed and upon delivery to counsel of record for the Parties shall be deemed an original ("Counterparts"). This Stipulation and Order shall be deemed executed when Counterparts of this Stipulation and Order have been executed by all the Parties and/or their counsel; such Counterparts taken together shall be deemed to be the Agreement. This Stipulation and Order may be executed by signatures provided by electronic facsimile or email, which signatures shall be binding and effective as original wet ink signatures hereupon. All fully executed copies of this Stipulation and Order are duplicate originals, equally admissible in evidence.

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2	IN WITNESS WHEREOF, this Stipulation and Order has been executed by the		
3	Parties and attested by their duly authorized representatives as of the date(s) so indicated		
4	The Effective Date of this stipulation and Order shall be the date it is ordered by the CCB.		
5	1.121/26		
6	Hamid Rowshan Date:		
7	Hamid Bowshan Authorized Corporate Representative		
8	for Respondent BLOSSUM, on behalf of BLOSSUM		
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12	L. Kristopher Rath (Nev. Bar No. 5749)		
13	Senior Deputy Attorney General Anthony Garasi (Nev. Bar No. 11134)		
14	Senior Deputy Attorney General Counsel for Cannabis Compliance Board		
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17	<u>ORDER</u>		
18	WHEREAS, on the 20th day of November 2025, the Nevada Cannabis Compliance		
19	Board approved and adopted all the terms and conditions set forth in the Stipulation and		
20	Order for Settlement of Disciplinary Action with BLOSSUM.		
21	IT IS SO ORDERED.		
22	SIGNED AND EFFECTIVE this 20th day of November, 2025.		
23	STATE OF NEVADA,		
24	CANNABIS COMPLIANCE BOARD		
25 26	Rv.		
27	By: Adriana Guzmán Fralick, Chair		
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