

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN RE: D.O.T. LITIGATION

TGIG, LLC; NEVADA HOLISITIC
MEDICINE, LLC; GBS NEVADA
PARTNERS, LLC; FIDELIS HOLDINGS,
LLC; GRAVITAS NEVADA, LLC;
NEVADA PURE, LLC; MEDIFARM, LLC;
MEDIFARM IV LLC; THC NEVADA, LLC;
HERBAL CHOICE, INC.; RED EARTH LLC;
NEVCANN LLC, GREEN THERAPEUTICS
LLC; AND GREAN LEAF FARMS
HOLDINGS LLC,

Appellants,

vs.

THE STATE OF NEVADA, ON RELATION
OF ITS DEPARTMENT OF TAXATION,

Respondent.

Supreme Court Case No.: 82014

District Court Case No.: A787004

PLAINTIFFS' JOINT APPENDIX

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¹ Pursuant to NRAP 30(c)(1), “[t]ranscripts that are included in the appendix shall be placed in chronological order by date of the hearing or trial.” Accordingly, the controlling date for the placement of a transcript in this appendix is the hearing date, not the date the transcript was filed with the district court.

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153	GREENMART OF NEVADA NLV LLC'S OPPOSITION TO ETW PLAINTIFFS' MOTION TO COMPEL PRIVILEGE LOGS	58	4/3/2020	007333-007336
154	GREENMART OF NEVADA NLV LLC'S OPPOSITION TO ETW PLAINTIFFS' MOTION TO COMPEL	58	4/3/2020	007337-007346
155	DEPARTMENT OF TAXATION'S ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	58	4/8/2020	007347-007360
156	NEVADA WELLNESS CENTER, LLC'S ANSWER TO DEFENDANT RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	58	4/8/2020	007361-007373
157	CIRCLE S FARMS LLC'S ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	58	4/9/2020	007374-007381
158	CLEAR RIVER, LLC'S OPPOSITION TO PLAINTIFF NEVADA WELLNESS CENTER, LLC'S MOTION TO COMPEL CLEAR RIVER, LLC TO PRODUCE ADDITIONAL DOCUMENTS ON ORDER SHORTENING TIME	58	4/9/2020	007382-007395

159	NOTICE OF ENTRY OF ORDER DENYING MM DEVELOPMENT COMPANY, INC.'S MOTION TO STRIKE AND-OR DISMISS D.H. FLAMINGO, INC.'S COUNTERCLAIM	58	4/9/2020	007396-007400
160	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S MOTION TO DISMISS 1) NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS;(2) STRIVE WELLNESS' COMPLAINT; (3) RURAL REMEDIES AMENDED COMPLAINT; (4) QUALCAN'S AMENDED COMPLAINT; (5) HIGH SIERRA HOLISTICS COMPLAINT AND (6) NATURAL MEDICINE'S COMPLAINT FOR FAILING TO COMPLY WITH NRS 233B.130(2)(D)	59 thru 60	4/14/2020	007401-007717
161	DEFENDANT PUPO'S ANSWER TO RURAL REMEDIES' AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	61	4/14/2020	007718-007730
162	THRIVE'S SUPPLEMENTAL BRIEF IN SUPPORT OF OPPOSITION TO ETW MANAGEMENT GROUP LLC; ET AL.'S MOTION TO COMPEL	61	4/14/2020	007731-007792
163	MINUTE ORDER CLEAR RIVER'S REQUEST FOR OST ON MOTION TO DISMISS	61	4/15/2020	007793-007793
164	DEPARTMENT OF TAXATION'S ANSWER TO ETW MANAGEMENT GROUP LLC PARTIES' THIRD AMENDED COMPLAINT	61	4/20/2020	007794-007810
165	DEPARTMENT OF TAXATION'S ANSWER TO NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	61	4/20/2020	007811-007845
166	DEPARTMENT OF TAXATION'S ANSWER TO QUALCAN'S SECOND A MENDED COMPLAINT	61	4/20/2020	007846-007862
167	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO ETW PLAINTIFFS' THIRD AMENDED COMPLAINT	62	4/21/2020	007863-007893

168	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	62	4/21/2020	007894-007913
169	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO TGIG PLAINTIFFS' SECOND AMENDED COMPLAINT	62	4/21/2020	007914-007935
170	ORDER GRANTING PLAINTIFF NEVADA WELLNESS CENTER, LLC'S MOTION TO COMPEL CLEAR RIVER, LLC TO PRODUCE ADDITIONAL DOCUMENTS ON ORDER SHORTENING TIME	62	4/21/2020	007936-007939
171	ORDER DENYING LONE MOUNTAIN PARTNER'S MOTION TO DISMISS SECOND AMENDED COMPLAINT	62	5/5/2020	007940-007941
172	DEPARTMENT OF TAXATION'S INDEX OF EXHIBITS IN SUPPORT OF ITS OPPOSITION TO NEVADA WELLNESS CENTER, LLC'S MOTION TO STRIKE CERTAIN DEFENSES IN DEPARTMENT OF TAXATION'S ANSWER TO SECOND AMENDED COMPLAINT	63 thru 64	5/11/2020	007942-008232
173	DEPARTMENT OF TAXATION'S OPPOSITION TO NEVADA WELLNESS CENTER, LLC'S MOTION TO STRIKE CERTAIN DEFENSES IN DEPARTMENT OF TAXATION'S ANSWER TO SECOND AMENDED COMPLAINT	65	5/11/2020	008233-008241
174	DEPARTMENT OF TAXATION'S NOTICE OF SUPPLEMENTAL AUTHORITY	65	5/12/2020	008242-008252
175	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	65	5/21/2020	008253-008302
176	HEARING ON MOTIONS FOR SUMMARY JUDGMENT OR WRIT OF MANDAMUS AND MOTION TO EXTEND TIME FOR BRIEFING	65	5/22/2020	008303-008354

177	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS AND PROHIBITION	65	5/26/2020	008355-008375
178	PURE TONIC CONCENTRATES LLC'S ANSWER TO MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	65	5/29/2020	008376-008379
179	RURAL REMEDIES, LLC'S ANSWER TO DEFENDANT-RESPONDENT NATURAL MEDICINE'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS AND PROHIBITION	65	6/3/2020	008380-008393
180	NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO NATURAL MEDICINE'S LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	65	6/4/2020	008394-008401
181	NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO STRIVE WELLNESS OF NEVADA LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	66	6/4/2020	008402-008409
182	ORDER DENYING D.H. FLAMINGO, INC. AND SURTERRA HOLDINGS, INC.'S MOTION FOR SUMMARY JUDGMENT AGAINST MM DEVELOPMENT COMPANY, INC.	66	6/5/2020	008410-008413
183	CPCM HOLDINGS, LLC DBA THRIVE CANNABIS MARKETPLACE'S ANSWER TO DEFENDANT-RESPONDENT NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRIT OF CERTIORARI. MANDAMUS, AND PROHIBITION	66	6/5/2020	008414-008435
184	TGIG, LLC, NEVADA HOLISTIC MEDICINE, LLC, GBS NEVADA PARTNERS, FIDELIS HOLDINGS, LLC, GRAVITAS NEVADA, NEVADA PURE, LLC, MEDIFARM, LLC, AND MEDIFARM IV'S ANSWER TO NATURAL MEDICINE	66	6/10/2020	008436-008454

185	PLAINTIFF'S DECLARATION & POA-F2018-01430	67 thru 74	6/12/2020	008455-009889
186	PLAINTIFF'S NOTICE OF FILING RECORD ON REVIEW	75	6/12/2020	009890-009933
187	PLAINTIFF'S DKT 148-1 INDEX OF EXHIBITS - 1	76 thru 77	6/12/2020	009934-010291
188	PLAINTIFF'S DKT 148-1 INDEX OF EXHIBITS - 2	78 thru 79	6/12/2020	010292-010595
189	PLAINTIFF'S RECORD PART 1	80 thru 81	6/12/2020	010596-010937
190	PLAINTIFF'S RECORD PART 2	82 thru 83	6/12/2020	010938-011275
191	PLAINTIFF'S RECORD PART 3	84 thru 85	6/12/2020	011276-011613
192	PLAINTIFF'S RECORD PART 4	86 thru 87	6/12/2020	011614-011951
193	PLAINTIFF'S RECORD PART 5	88	6/12/2020	011952-012104
194	PLAINTIFF'S RECORD PART 6	89	6/12/2020	012105-012258
195	PLAINTIFF'S RECORD PART 7	90	6/12/2020	012259-012413
196	PLAINTIFF'S RECORD PART 8	91	6/12/2020	012414-012569
197	PLAINTIFF'S RECORD PART 9	92	6/12/2020	012570-012723
198	PLAINTIFF'S RECORD PART 10	93	6/12/2020	012724-012878
199	PLAINTIFF'S RECORD PART 11	94	6/12/2020	012879-013032
200	PLAINTIFF'S RECORD PART 12	95	6/12/2020	013033-013187
201	PLAINTIFF'S RECORD PART 13	96	6/12/2020	013188-013341

202	PLAINTIFF'S RECORD PART 14	97	6/12/2020	013342-013496
203	PLAINTIFF'S RECORD PART 15	98 thru 99	6/12/2020	013497-013774
204	PLAINTIFF'S RECORD PART 16	100 thru 101	6/12/2020	013775-014052
205	PLAINTIFF'S RECORD PART 17	102 thru 103	6/12/2020	014053-014330
206	PLAINTIFF'S RECORD PART 18	104 thru 105	6/12/2020	014331-014608
207	PLAINTIFF'S RECORD PART 18	106 thru 107	6/12/2020	014609-014886
208	PLAINTIFF'S RECORD PART 19	108 thru 111	6/12/2020	014887-015426
209	PLAINTIFF'S RECORD PART 20	112 thru 115	6/12/2020	015427-015966
210	PLAINTIFF'S RECORD PART 21	116 thru 119	6/12/2020	015967-016506
211	PLAINTIFF'S RECORD PART 22	120 thru 123	6/12/2020	016507-017048
212	PLAINTIFF'S RECORD PART 24	124 thru 131	6/12/2020	017049-018484
213	PLAINTIFF'S RECORD PART 25	132 thru 134	6/12/2020	018485-018844
214	PLAINTIFF'S RECORD PART 26	135 thru 136	6/12/2020	018845-019202
215	PLAINTIFF'S RECORD PART 27	137 thru 144	6/12/2020	019203-020637

216	PLAINTIFF'S RECORD PART 28	145 thru 147	6/12/2020	020638-020999
217	PLAINTIFF'S RECORD PART 29	148 thru 149	6/12/2020	021000-021357
218	PLAINTIFF'S RECORD PART 30	150 thru 157	6/12/2020	021358-022621
219	PLAINTIFF'S RECORD PART 31	158 thru 159	6/12/2020	022622-022979
220	PLAINTIFF'S RECORD PART 32	160 thru 167	6/12/2020	022980-024414
221	PLAINTIFF'S RECORD PART 33	168 thru 169	6/12/2020	024415-024718
222	PLAINTIFF'S RECORD PART 35	170 thru 177	6/12/2020	024719-026153
223	PLAINTIFF'S RECORD PART 37	178	6/12/2020	026154-026256
224	PLAINTIFF'S RECORD PART 39	179 thru 181	6/12/2020	026257-026669
225	PLAINTIFF'S RECORD PART 40	182 thru 183	6/12/2020	026670-026934
226	PLAINTIFF'S RECORD PART 41	184 thru 186	6/12/2020	026935-027347
227	PLAINTIFF'S RECORD PART 42	187 thru 188	6/12/2020	027348-027612
228	PLAINTIFF'S RECORD PART 43	189 thru 191	6/12/2020	027613-028025
229	PLAINTIFF'S RECORD PART 44	192 thru 193	6/12/2020	028026-028290

230	PLAINTIFF'S RECORD PART 45	194 thru 196	6/12/2020	028291-028703
231	PLAINTIFF'S RECORD PART 46	197 thru 198	6/12/2020	028704-028968
232	PLAINTIFF'S RECORD PART 47	199 thru 201	6/12/2020	028969-029451
233	PLAINTIFF'S RECORD PART 48	202 thru 204	6/12/2020	029452-029934
234	PLAINTIFF'S RECORD PART 49	205 thru 207	6/12/2020	029935-030346
235	PLAINTIFF'S RECORD PART 50	208 thru 210	6/12/2020	030347-030758
236	PLAINTIFF'S RECORD PART 51	211 thru 213	6/12/2020	030759-031170
237	PLAINTIFF'S RECORD PART 52	214 thru 216	6/12/2020	031171-031582
238	PLAINTIFF'S RECORD PART 54	217 thru 219	6/12/2020	031583-031994
239	PLAINTIFF'S RECORD PART 55	220 thru 222	6/12/2020	031995-032406
240	PLAINTIFF'S RECORD PART 56	223 thru 225	6/12/2020	032407-032818
241	PLAINTIFF'S RECORD PARTY 57	226 thru 228	6/12/2020	032819-033230
242	PLAINTIFF'S RECORD PART 58	229 thru 231	6/12/2020	033231-033642
243	PLAINTIFF'S RECORD PART 59	232	6/12/2020	033643-033801
244	PLAINTIFF'S RECORD PART 60	233	6/12/2020	033802-033877

245	PLAINTIFF'S RECORD PART 61	234 thru 235	6/12/2020	033878-034143
246	PLAINTIFF'S RECORD PART 62	236 thru 237	6/12/2020	034144-034409
247	PLAINTIFF'S RECORD PART 63	238 thru 239	6/12/2020	034410-034675
248	PLAINTIFF'S RECORD PART 64	240 thru 241	6/12/2020	034676-034943
249	PLAINTIFF'S RECORD PART 65	242 thru 245	6/12/2020	034944-035512
250	PLAINTIFF'S RECORD PART 66	246 thru 248	6/12/2020	035513-035919
251	PLAINTIFF'S RECORD PART 67	249 thru 251	6/12/2020	035920-036326
252	PLAINTIFF'S RECORD PART 68	252 thru 254	6/12/2020	036327-036733
253	PLAINTIFF'S RECORD PART 69	255 thru 257	6/12/2020	036734-037140
254	PLAINTIFF'S RECORD PART 70	258 thru 260	6/12/2020	037141-037547
255	PLAINTIFF'S RECORD PART 71	261 thru 263	6/12/2020	037548-037954
256	PLAINTIFF'S RECORD PART 72	264 thru 266	6/12/2020	037955-038415
257	PLAINTIFF'S RECORD PART 73	267 thru 269	6/12/2020	038416-038867
258	NOTICE OF ENTRY OF ORDER ON PLAINTIFF NEVADA WELLNESS CENTER, LLC'S MOTION TO STRIKE CERTAIN DEFENSES IN JORGE	270	6/23/2020	038868-038871

	PUPPO'S ANSWER TO SECOND AMENDED COMPLAINT			
259	SUPPLEMENT TO RECORD ON REVIEW IN ACCORDANCE WITH THE NEVADA ADMINISTRATIVE PROCEDURE ACT	270	6/26/2020	038872-038947
260	MOTION TO VOLUNTARILY DISMISS MMOF VEGAS RETAIL, INC. AND REQUEST TO RELEASE MMOF VEGAS RETAIL, INC.'S BOND FUNDS ON AN ORDER SHORTENING TIME	271	6/29/2020	038948-039114
261	CPCM HOLDINGS, LLC DBA THRIVE CANNABIS MARKETPLACE'S ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	272	6/29/2020	039115-039135
262	WELLNESS CONNECTION OF NEVADA, LLC'S ANSWER TO PLAINTIFF NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	272	6/29/2020	039136-039152
263	CPCM HOLDINGS, LLC DBA THRIVE CANNABIS MARKETPLACE'S ANSWER TO QUALCAN, LLC'S SECOND AMENDED COMPLAINT	272	7/1/2020	039153-039164
264	ESSENCE ENTITIES' ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	272	7/8/2020	039165-039193
265	ESSENCE ENTITIES' ANSWER TO THIRD AMENDED COMPLAINT	272	7/8/2020	039194-039210
266	ESSENCE ENTITIES' ANSWER TO MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	272	7/8/2020	039211-039223
267	ESSENCE ENTITIES' ANSWER TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	272	7/8/2020	039224-039235
268	ESSENCE ENTITIES' ANSWER TO SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	272	7/8/2020	039236-039265

269	ESSENCE ENTITIES' ANSWER QUALCAN, LLC'S SECOND AMENDED COMPLAINT	272	7/8/2020	039266-039284
270	ESSENCE ENTITIES' ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/8/2020	039285-039299
271	ESSENCE ENTITIES' ANSWER TO THE TGIG PARTIES' SECOND AMENDED COMPLAINT	273	7/8/2020	039300-039313
272	ESSENCE ENTITIES' ANSWER TO COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/8/2020	039314-039323
273	HIGH SIERRA HOLISTICS, LLC'S JOINDER TO ETW MANAGEMENT GROUP LLC'S ANSWERS	273	7/8/2020	039324-039325
274	GREENMART OF NEVADA NLV LLC'S JOINDER TO MOTION TO COMPEL MM DEVELOPMENT COMPANY, INC., AND LIVFREE WELLNESS, LLC ON AN ORDER SHORTENING TIME	273	7/8/2020	039326-039327
275	MOTION TO COMPEL MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS LLC ON AN ORDER SHORTENING TIME	273	7/8/2020	039328-039381
276	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	273	7/9/2020	039382-039411
277	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO HIGH SIERRA HOLISTICS COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/9/2020	039412-039421
278	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO MM DEVELOPMENT COMPANY, INC., & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/9/2020	039422-039434
279	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	273	7/9/2020	039435-039445

280	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	274	7/9/2020	039446-039478
281	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO QUALCANN, LLC'S SECOND AMENDED COMPLAINT	274	7/9/2020	039479-039496
282	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT	274	7/9/2020	039497-039509
283	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO TGIG PARTIES' SECOND AMENDED COMPLAINT	274	7/9/2020	039510-039523
284	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO THIRD AMENDED COMPLAINT	274	7/9/2020	039524-039539
285	OPPOSITION TO MOTION TO COMPEL MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS LLC ON AN ORDER SHORTENING TIME	274	7/9/2020	039540-039575
286	MOTION FOR ORDER REQUIRING THE DOT TO SUPPLEMENT AND RECERTIFY THE ADMINISTRATIVE RECORD TO PERMIT PLAINTIFFS TO OFFER EXTRARECORD EVIDENCE AT THE HEARING OF JUDICIAL REVIEW and TO ENLARGE TIME FOR FILING OPENING BRIEF	275	7/9/2020	039576-039735
287	DEFENDANT IN INTRVENTION, CLEAR RIVER, LLC'S ANSWER TO HIGH SIERRA HOLISTICS, LLC COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	275	7/10/2020	039736-039750
288	DEFENDANT-INTERVENOR NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO TGIG PARTIES' SECOND AMENDED COMPLAINT	276	7/10/2020	039751-039759
289	NEVADA ORGANIC REMEDIES, LLC'S ANSWER NEVADA WELLNESS CENTER, LLC'S AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	276	7/10/2020	039760-039772

290	DEFENDANT-INTERVENOR NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO CLARK NATURAL MEDICINE ET AL.'S FIRST AMENDED COMPLAINT	276	7/10/2020	039773-039789
291	NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO ETW MANAGEMENT GROUP, LLC ET AL.'S THIRD AMENDED THIRD AMENDED COMPLAINT	276	7/10/2020	039790-039804
292	NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO HIGH SIERRA HOLISTIC'S COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	276	7/10/2020	039805-039815
293	NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	276	7/10/2020	039816-039829
294	NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO QUALCAN, LLC.'S SECOND AMENDED COMPLAINT	276	7/10/2020	039830-039844
295	NEVADA ORGANIC REMEDIES, LLC'S ANSWER RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	276	7/10/2020	039845-039859
296	FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER GRANTING IN PART AND DENYING IN PART MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS, LLC'S MOTION FOR SUMMARY JUDGMENT OR FOR WRIT OF MANDAMUS (1)	276	7/11/2020	039860-039862
297	FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER GRANTING IN PART AND DENYING IN PART MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS, LLC'S MOTION FOR SUMMARY JUDGMENT OR FOR WRIT OF MANDAMUS (2)	276	7/11/2020	039863-039865
298	ORDER GRANTING CLEAR RIVER, LLC'S MOTION TO RECONSIDER THE COURT'S ORDER GRANTING PLAINTIFF NEVADA WELLNESS CENTER, LLC'S MOTION TO COMPEL CLEAR RIVER, LLC TO PRODUCE JOHN KOCER AND NORTON ARBELAEZ FOR DEPOSITION ON ORDER SHORTENING TIME	276	7/11/2020	039866-039868

299	EVIDENTIARY HEARING ON CASE -ENDING SANCTIONS - DAY 1	277 thru 278	7/13/2020	039869-040216
300	EVIDENTIARY HEARING ON CASE -ENDING SANCTIONS - DAY 2	279	7/14/2020	040217-040263
301	MOTION FOR PROTECTIVE ORDER ON ORDER SHORTENING TIME	279	7/15/2020	040264-040323
302	BENCH TRIAL - DAY 1	280 thru 281	7/17/2020	040324-040663
303	BENCH TRIAL - DAY 2	282 thru 283	7/20/2020	040664-041020
304	BENCH TRIAL - DAY 3	284 thru 285	7/21/2020	041021-041330
305	PLAINTIFFS' OPENING BRIEF IN SUPPORT OF PETITION FOR JUDICIAL REVIEW	286	7/22/2020	041331-041363
306	BENCH TRIAL - DAY 4	287 thru 288	7/22/2020	041364-041703
307	DEPARTMENT OF TAXATION'S OPPOSITION TO TGIG'S MOTION TO SUPPLEMENT THE ADMINISTRATIVE RECORD TO PERMIT PLAINTIFFS TO OFFER EXTRA-RECORD EVIDENCE; AND TO ENLARGE TIME FOR FILING OPENING BRIEF	289	7/23/2020	041704-041732
308	THC NEVADA, LLC'S JOINDER TO PLAINTIFF TGIG, LLC ET AL'S OPENING BRIEF IN SUPPORT OF PETITION FOR JUDICIAL REVIEW	289	7/23/2020	041733-041735
309	BENCH TRIAL - DAY 5	290 thru 291	7/23/2020	041736-042068
310	CIRCLE S FARMS LLC'S JOINDER TO CLEAR RIVER, LLC AND DEPARTMENT OF TAXATION'S OPPOSITIONS TO PLAINTIFFS' MOTION FOR ORDER REQUIRING THE DOT TO SUPPLEMENT AND RECERTIFY THE ADMINIST	292	7/24/2020	042069-042071
311	THE ESSENCE ENTITIES' JOINDER TO DEPARTMENT OF TAXATION'S OPPOSITION	292	7/24/2020	042072-042074

	TO TGIG'S MOTION TO SUPPLEMENT THE ADMINISTRATIVE RECORD TO PERMIT PLAINTIFFS TO OFFER EXTRA-RECORD EVIDENCE AND TO ENLARGE TIME FOR FILING OPENING BRIEF			
312	BENCH TRIAL - DAY 6	293 thru 294	7/24/2020	042075-042381
313	BENCH TRIAL - DAY 7	295 thru 296	7/27/2020	042382-042639
314	EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER WITH NOTICE AND MOTION FOR PRELIMINARY INJUNCTION ON ORDER SHORTENING TIME	297	7/28/2020	042640-042670
315	BENCH TRIAL - DAY 8	298 thru 299	7/28/2020	042671-042934
316	BENCH TRIAL - DAY 9 VOLUME I	300 thru 301	7/29/2020	042935-043186
317	THRIVE'S JOINDER TO PLAINTIFFS' OPPOSITION TO THC NEVADA LLC'S AND HERBAL CHOICE, INC.'S EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER FOR PRELIMINARY INJUNCTION ON AN ORDER SHORTENING TIME	302	7/30/2020	043187-043190
318	GREENMART OF NEVADA NLV LLC'S JOINDER TO PLAINTIFFS' OPPOSITION TO THE THC NEVADA LLC'S AND HERBAL CHOICE, INC.'S EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER FOR PRELIMINARY INJUNCTION ON AN ORDER SHORTENING TIME AND DECLARATION OF ALINA M. SHELL	302	7/30/2020	043191-043195
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166	DEPARTMENT OF TAXATION'S ANSWER TO QUALCAN'S SECOND A MENDED COMPLAINT	61	4/20/2020	007846-007862
155	DEPARTMENT OF TAXATION'S ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	58	4/8/2020	007347-007360
172	DEPARTMENT OF TAXATION'S INDEX OF EXHIBITS IN SUPPORT OF ITS OPPOSITION TO NEVADA WELLNESS CENTER, LLC'S MOTION TO STRIKE CERTAIN DEFENSES IN DEPARTMENT OF TAXATION'S ANSWER TO SECOND AMENDED COMPLAINT	63 thru 64	5/11/2020	007942-008232

330	DEPARTMENT OF TAXATION'S NOTICE OF REMOVING ENTITITES FROM TIER 3	320	8/11/2020	045317-045332
174	DEPARTMENT OF TAXATION'S NOTICE OF SUPPLEMENTAL AUTHORITY	65	5/12/2020	008242-008252
173	DEPARTMENT OF TAXATION'S OPPOSITION TO NEVADA WELLNESS CENTER, LLC'S MOTION TO STRIKE CERTAIN DEFENSES IN DEPARTMENT OF TAXATION'S ANSWER TO SECOND AMENDED COMPLAINT	65	5/11/2020	008233-008241
148	DEPARTMENT OF TAXATION'S OPPOSITION TO QUALCAN, LLC'S PETITION FOR WRIT OF MANDAMUS	57	3/27/2020	007176-007182
307	DEPARTMENT OF TAXATION'S OPPOSITION TO TGIG'S MOTION TO SUPPLEMENT THE ADMINISTRATIVE RECORD TO PERMIT PLAINTIFFS TO OFFER EXTRA-RECORD EVIDENCE; AND TO ENLARGE TIME FOR FILING OPENING BRIEF	289	7/23/2020	041704-041732
337	DEPARTMENT OF TAXATION'S OPPOSITION TO THC NEVADA, LLC AND HERBAL CHOICE, INC.'S MOTION TO STRIKE DEPARTMENT OF TAXATION'S NOTICE REMOVING ENTITIES FROM TIER 3 ON ORDER SHORTENING	326	8/15/2020	045892-045899
361	DEPARTMENT OF TAXATION'S OPPOSITION TO THE TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW, AND PERMANENT INJUNCTION	333	9/24/2020	046878-046921
77	ERRATA TO ANSWER TO FIRST AMENDED COMPLAINT AND REQUEST FOR INJUNCTIVE RELIEF	48	11/8/2019	005922-005930
107	ERRATA TO DECLARATION OF ALFRED TERTERYAN IN SUPPORT OF HELPING HANDS WELLNESS CENTER, INC.'S APPLICATION FOR WRIT OF MANDAMUS	52	1/24/2020	006505-006506
269	ESSENCE ENTITIES' ANSWER QUALCAN, LLC'S SECOND AMENDED COMPLAINT	272	7/8/2020	039266-039284
272	ESSENCE ENTITIES' ANSWER TO COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/8/2020	039314-039323
103	ESSENCE ENTITIES' ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	52	1/14/2020	006440-006468

264	ESSENCE ENTITIES' ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	272	7/8/2020	039165-039193
266	ESSENCE ENTITIES' ANSWER TO MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	272	7/8/2020	039211-039223
267	ESSENCE ENTITIES' ANSWER TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	272	7/8/2020	039224-039235
270	ESSENCE ENTITIES' ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/8/2020	039285-039299
268	ESSENCE ENTITIES' ANSWER TO SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	272	7/8/2020	039236-039265
271	ESSENCE ENTITIES' ANSWER TO THE TGIG PARTIES' SECOND AMENDED COMPLAINT	273	7/8/2020	039300-039313
265	ESSENCE ENTITIES' ANSWER TO THIRD AMENDED COMPLAINT	272	7/8/2020	039194-039210
82	EUPHORIA WELLNESS, LLC'S ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS AND PROHIBITION	49	11/21/2019	006005-006011
22	EVIDENTIARY HEARING - DAY 1	10 thru 11	5/24/2019	001134-001368
38	EVIDENTIARY HEARING - DAY 10 VOLUME I OF II	30	6/20/2019	003349-003464
39	EVIDENTIARY HEARING - DAY 10 VOLUME II	31	6/20/2019	003465-003622
43	EVIDENTIARY HEARING - DAY 11	32	7/5/2019	003671-003774
44	EVIDENTIARY HEARING - DAY 12	33	7/10/2019	003775-003949
46	EVIDENTIARY HEARING - DAY 13 VOLUME I OF II	34	7/11/2019	003968-004105
47	EVIDENTIARY HEARING - DAY 13 VOLUME II	35	7/11/2019	004106-004227
49	EVIDENTIARY HEARING - DAY 14	36	7/12/2019	004237-004413

51	EVIDENTIARY HEARING - DAY 15	37	7/15/2019	004426-004500
52	EVIDENTIARY HEARING - DAY 15 VOLUME II	38	7/15/2019	004501-004679
56	EVIDENTIARY HEARING - DAY 16	39	7/28/2019	004724-004828
57	EVIDENTIARY HEARING - DAY 17 VOLUME I OF II	40	8/13/2019	004829-004935
58	EVIDENTIARY HEARING - DAY 17 VOLUME II	41	8/13/2019	004936-005027
61	EVIDENTIARY HEARING - DAY 18	42 thru 43	8/14/2019	005034-005222
62	EVIDENTIARY HEARING - DAY 19	44	8/15/2019	005223-005301
23	EVIDENTIARY HEARING - DAY 2 VOLUME I OF II	12	5/28/2019	001369-001459
24	EVIDENTIARY HEARING - DAY 2 VOLUME II	13	5/28/2019	001460-001565
63	EVIDENTIARY HEARING - DAY 20	45	8/16/2019	005302-005468
25	EVIDENTIARY HEARING - DAY 3 VOLUME I OF II	14	5/29/2019	001566-001663
26	EVIDENTIARY HEARING - DAY 3 VOLUME II	15	5/29/2019	001664-001807
27	EVIDENTIARY HEARING - DAY 4	16 thru 17	5/30/2019	001808-002050
28	EVIDENTIARY HEARING - DAY 5 VOLUME I OF II	18	5/31/2019	002051-002113
29	EVIDENTIARY HEARING - DAY 5 VOLUME II	19 thru 20	5/31/2019	002114-002333
31	EVIDENTIARY HEARING - DAY 6	22 thru 23	6/10/2019	002345-002569
32	EVIDENTIARY HEARING - DAY 7	24 thru 25	6/11/2019	002570-002822
34	EVIDENTIARY HEARING - DAY 8 VOLUME I OF II	26	6/18/2019	002847-002958
35	EVIDENTIARY HEARING - DAY 8 VOLUME II	27	6/18/2019	002959-003092
36	EVIDENTIARY HEARING - DAY 9 VOLUME I OF II	28	6/19/2019	003093-003215

37	EVIDENTIARY HEARING - DAY 9 VOLUME II	29	6/19/2019	003216-003348
299	EVIDENTIARY HEARING ON CASE -ENDING SANCTIONS - DAY 1	277 thru 278	7/13/2020	039869-040216
300	EVIDENTIARY HEARING ON CASE -ENDING SANCTIONS - DAY 2	279	7/14/2020	040217-040263
314	EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER WITH NOTICE AND MOTION FOR PRELIMINARY INJUNCTION ON ORDER SHORTENING TIME	297	7/28/2020	042640-042670
322	EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER WITH NOTICE AND MOTION FOR PRELIMINARY INJUNCTION ON ORDER SHORTENING TIME	306	7/31/2020	043568-043639
64	FINDINGS OF FACT AND CONCLUSIONS OF LAW GRANTING PRELIMINARY INJUNCTION	46	8/23/2019	005469-005492
114	FINDINGS OF FACT AND CONCLUSIONS OF LAW GRANTING PRELIMINARY INJUNCTION	54	2/7/2020	006698-006722
358	FINDINGS OF FACT, CONCLUSION OF LAW AND PERMANENT INJUNCTION	332	9/16/2020	046818-046829
296	FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER GRANTING IN PART AND DENYING IN PART MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS, LLC'S MOTION FOR SUMMARY JUDGMENT OR FOR WRIT OF MANDAMUS (1)	276	7/11/2020	039860-039862
297	FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER GRANTING IN PART AND DENYING IN PART MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS, LLC'S MOTION FOR SUMMARY JUDGMENT OR FOR WRIT OF MANDAMUS (2)	276	7/11/2020	039863-039865
42	FIRST AMENDED COMPLAINT	32	7/3/2019	003653-003670
67	FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS AND PROHIBITION	47	9/6/2019	005593-005698
2	FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	1	12/18/2018	000013-000025
70	FIRST AMENDED COMPLAINT AND REQUEST FOR INJUNCTIVE RELIEF	47	9/29/2019	005716-005731

53	GREENMART OF NEVADA NLC LLC'S ANSWER TO PLAINTIFFS' CORRECTED FIRST AMENDED COMPLAINT	39	7/17/2019	004680-004694
126	GREENMART OF NEVADA NLV LLC'S ANSWER TO DEFENDANT RURAL REMEDIES, LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	55	2/18/2020	006911-006921
120	GREENMART OF NEVADA NLV LLC'S ANSWER TO ETW MANAGEMENT GROUP LLC, GLOBAL HARMONY LLC, GREEN LEAF FARMS HOLDINGS LLC, GREEN THERAPEUTICS LLC, HERBAL CHOICE INC., JUST QUALITY LLC, LIBRA WELLNESS CENTER, LLC, ROMBOUGH REAL ESTATE INC. DBA MOTHER HERB, NEVCANN LLC, RED EARTH LLC, THC NEVADA LLC, ZION GARDENS LLC AND MMOF VEGAS RETAIL, INC.'S THIRD AMENDED COMPLAINT	55	2/12/2020	006823-006841
137	GREENMART OF NEVADA NLV LLC'S ANSWER TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	56	3/6/2020	007013-007024
132	GREENMART OF NEVADA NLV LLC'S ANSWER TO QUALCAN LLC'S SECOND AMENDED COMPLAINT	55	2/25/2020	006959-006970
138	GREENMART OF NEVADA NLV LLC'S ANSWER TO STRIVE WELLNESS OF NEVADA LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	56	3/6/2020	007025-007036
375	GREENMART OF NEVADA NLV LLC'S JOINDER TO DEPARTMENT OF TAXATION'S AND CANNABIS COMPLIANCE BOARD'S OPPOSITION TO THE TGIG PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE	343	11/2/2020	048142-048143
363	GREENMART OF NEVADA NLV LLC'S JOINDER TO DEPARTMENT OF TAXATION'S OPPOSITION TO THE TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW, AND PERMANENT INJUNCTION	333	9/24/2020	046925-046926

274	GREENMART OF NEVADA NLV LLC'S JOINDER TO MOTION TO COMPEL MM DEVELOPMENT COMPANY, INC., AND LIVFREE WELLNESS, LLC ON AN ORDER SHORTENING TIME	273	7/8/2020	039326-039327
318	GREENMART OF NEVADA NLV LLC'S JOINDER TO PLAINTIFFS' OPPOSITION TO THE THC NEVADA LLC'S AND HERBAL CHOICE, INC.'S EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER FOR PRELIMINARY INJUNCTION ON AN ORDER SHORTENING TIME AND DECLARATION OF ALINA M. SHELL	302	7/30/2020	043191-043195
134	GREENMART OF NEVADA NLV LLC'S MOTION TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	55	2/28/2020	006984-006987
154	GREENMART OF NEVADA NLV LLC'S OPPOSITION TO ETW PLAINTIFFS' MOTION TO COMPEL	58	4/3/2020	007337-007346
153	GREENMART OF NEVADA NLV LLC'S OPPOSITION TO ETW PLAINTIFFS' MOTION TO COMPEL PRIVILEGE LOGS	58	4/3/2020	007333-007336
141	GREENMART OF NEVADA NLV LLC'S OPPOSITION TO NEVADA WELLNESS CENTER, LLC'S MOTION TO COMPEL GREENMART TO ALSO PRODUCE KENNETH LEE AND HAE LEE FOR DEPOSITION	56	3/18/2020	007075-007080
144	GREENMART OF NEVADA NLV LLC'S RESPONSE IN OPPOSITION TO QUALCAN, LLC'S PETITION FOR WRIT OF MANDAMUS	56	3/23/2020	007087-007095
99	GREENMART OF NEVADA NLV LLC'S ANSWER TO D.H. FLAMINGO PLAINTIFFS' FIRST AMENDED COMPLAINT	51	1/6/2020	006272-006295
89	HEARING ON APPLICATION OF NEVADA ORGANIC REMEDIES FOR WRIT OF MANDAMUS TO COMPEL STATE TO MOVE IT TO TIER 2 OF SUCCESSFUL CONDITIONAL LICENSE APPLICANTS	49	12/9/2019	006058-006068
176	HEARING ON MOTIONS FOR SUMMARY JUDGMENT OR WRIT OF MANDAMUS AND MOTION TO EXTEND TIME FOR BRIEFING	65	5/22/2020	008303-008354

65	HEARING ON OBJECTIONS TO STATE'S RESPONSE, NEVADA WELLNESS CENTER'S MOTION RE COMPLIANCE RE PHYSICAL ADDRESS, AND BOND AMOUNT SETTING	46	8/29/2019	005493-005565
112	HEARING ON OBJECTIONS TO SUBPOENAS DUCES TECUM, MOTIONS FOR PROTECTIVE ORDERS, APPLICATION OF FOR WRIT OF MANDAMUS, MOTION FOR SETTING SETTLEMENT CONFERENCE, AND MOTION TO REDACT AND SEAL EXHIBITS 4 AND 5	53	1/31/2020	006610-006657
276	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	273	7/9/2020	039382-039411
277	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO HIGH SIERRA HOLISTICS COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/9/2020	039412-039421
278	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO MM DEVELOPMENT COMPANY, INC., & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/9/2020	039422-039434
279	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	273	7/9/2020	039435-039445
280	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	274	7/9/2020	039446-039478
281	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO QUALCANN, LLC'S SECOND AMENDED COMPLAINT	274	7/9/2020	039479-039496
282	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT	274	7/9/2020	039497-039509
283	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO TGIG PARTIES' SECOND AMENDED COMPLAINT	274	7/9/2020	039510-039523

284	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO THIRD AMENDED COMPLAINT	274	7/9/2020	039524-039539
364	HELPING HANDS WELLNESS CENTER, INC.'S OPPOSITION TO TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW AND PERMANENT INJUNCTION	333	9/24/2020	046927-046931
340	HELPING HANDS WELLNESS CENTER, INC.'S REPLY IN SUPPORT OF MOTION TO MODIFY OR DISSOLVE THE PRELIMINARY INJUNCTION1	326	8/16/2020	045918-045932
273	HIGH SIERRA HOLISTICS, LLC'S JOINDER TO ETW MANAGEMENT GROUP LLC'S ANSWERS	273	7/8/2020	039324-039325
373	INDEX OF EXHIBITS IN SUPPORT OF DEPARTMENT OF TAXATION'S AND CANNABIS COMPLIANCE BOARD'S OPPOSITION TO THE TGIG PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE	341 thru 342	10/30/2020	047883-048130
21	INTERVENING DEFENDANTS' JOINDER AND SUPPLEMENTAL BRIEFING IN SUPPORT OF THE STATE OF NEVADA'S AND NEVADA ORGANIC REMEDIES, LLC'S OPPOSITION TO MOTION FOR PRELIMINARY INJUNCTION; AND LONE MOUNTAIN PARTNERS, LLC'S OPPOSITION TO MOTION FOR PRELIMINARY INJUNCTION OR FOR WRIT OF MANDAMUS	9	5/23/2019	001068-001133
41	INTERVENOR DEFENDANT GREENMART OF NEVADA NLV LLC'S ANSWER TO PLAINTIFF'S COMPLAINT	32	7/3/2019	003640-003652
40	INTERVENOR DEFENDANT GREENMART OF NEVADA NLV LLC'S ANSWER TO PLAINTIFFS' SECOND AMENDED COMPLAINT	31	6/24/2019	003623-003639
319	JOINDER TO THC NEVADA, LLC and HERBAL CHOICE, INC.'S EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER WITH NOTICE AND MOTION FOR PRELIMINARY INJUNCTION ON ORDER SHORTENING TIME	302	7/30/2020	043196-043209
351	JOINDER TO THC NEVADA, LLC and HERBAL CHOICE, INC.'S MOTION TO RENEW JOINDER TO TGIG'S COUNTERMOTION FOR ORDER DISPENSING WITH THE BOND REQUIREMENT FOR PURPOSES OF THE PRELIMINARY	331	8/28/2020	046565-046567

335	JOINDER TO THC NEVADA, LLC AND HERBAL CHOICE, INC'S MOTION TO STRIKE DEPARTMENT OF TAXATION NOTICE REMOVING ENTITIES FROM TIER 3 ON ORDER SHORTENING TIME	325	8/14/2020	045883-045888
54	LONE MOUNTAIN PARTNERS, LLC'S ANSWER TO LAINTIFFS' CORRECTED FIRST AMENDED COMPLAINT	39	7/22/2019	004695-004705
30	LONE MOUNTAIN PARTNERS, LLC'S ANSWER TO PLAINTIFFS' COMPLAINT	21	6/5/2019	002334-002344
90	LONE MOUNTAIN PARTNERS, LLC'S MOTION TO DISMISS SECOND AMENDED COMPLAINT	49	12/10/2019	006069-006081
101	LONE MOUNTAIN PARTNERS, LLC'S REPLY IN SUPPORT OF MOTION TO DISMISS SECOND AMENDED COMPLAINT	51	1/8/2020	006359-006368
163	MINUTE ORDER CLEAR RIVER'S REQUEST FOR OST ON MOTION TO DISMISS	61	4/15/2020	007793-007793
135	MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC ANSWER TO NATURAL MEDICINE, LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	56	2/28/2020	006988-007000
127	MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC ANSWER TO RURAL REMEDIES, LLC'S COMPLAINT IN INTERVENTION	55	2/18/2020	006922-006935
111	MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	53	1/29/2020	006589-006609
286	MOTION FOR ORDER REQUIRING THE DOT TO SUPPLEMENT AND RECERTIFY THE ADMINISTRATIVE RECORD TO PERMIT PLAINTIFFS TO OFFER EXTRARECORD EVIDENCE AT THE HEARING OF JUDICIAL REVIEW and TO ENLARGE TIME FOR FILING OPENING BRIEF	275	7/9/2020	039576-039735
368	MOTION FOR ORDER TO SHOW CAUSE	333	10/16/2020	046944-046965
8	MOTION FOR PRELIMINARY INJUNCTION	2	3/18/2019	000108-000217
301	MOTION FOR PROTECTIVE ORDER ON ORDER SHORTENING TIME	279	7/15/2020	040264-040323

275	MOTION TO COMPEL MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS LLC ON AN ORDER SHORTENING TIME	273	7/8/2020	039328-039381
353	MOTION TO COMPEL MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS LLC FINAL PRETRIAL CONFERENCE	331	9/3/2020	046573-046666
332	MOTION TO PRECLUDE APPLICATION OF THE EQUITABLE MAXIM OF UNCLEAN HANDS AGAIN ST THE TGIG PLAINTIFFS	324	8/11/2020	045698-045711
260	MOTION TO VOLUNTARILY DISMISS MMOF VEGAS RETAIL, INC. AND REQUEST TO RELEASE MMOF VEGAS RETAIL, INC.'S BOND FUNDS ON AN ORDER SHORTENING TIME	271	6/29/2020	038948-039114
289	NEVADA ORGANIC REMEDIES, LLC'S ANSWER NEVADA WELLNESS CENTER, LLC'S AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	276	7/10/2020	039760-039772
295	NEVADA ORGANIC REMEDIES, LLC'S ANSWER RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	276	7/10/2020	039845-039859
291	NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO ETW MANAGEMENT GROUP, LLC ET AL.'S THIRD AMENDED THIRD AMENDED COMPLAINT	276	7/10/2020	039790-039804
292	NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO HIGH SIERRA HOLISTIC'S COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	276	7/10/2020	039805-039815
293	NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	276	7/10/2020	039816-039829
180	NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO NATURAL MEDICINE'S LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	65	6/4/2020	008394-008401
294	NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO QUALCAN, LLC.'S SECOND AMENDED COMPLAINT	276	7/10/2020	039830-039844

181	NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO STRIVE WELLNESS OF NEVADA LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	66	6/4/2020	008402-008409
146	NEVADA ORGANIC REMEDIES, LLC'S OPPOSITION TO QUALCAN'S PETITION FOR WRIT OF MANDAMUS	56	3/27/2020	007100-007143
15	NEVADA ORGANIC REMIDIES, LLC'S OPPOSITION TO SERENITY WELLNESS CENTER, LLC AND RELATED PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION	8	5/9/2019	000942-000974
136	NEVADA WELLNESS CENTER, LLC'S ANSWER TO DEFENDANT/RESPONDENT STRIVE WELLNESS OF NEVADA LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND/OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	56	2/28/2020	007001-007012
156	NEVADA WELLNESS CENTER, LLC'S ANSWER TO DEFENDANT RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	58	4/8/2020	007361-007373
133	NEVADA WELLNESS CENTER, LLC'S ANSWER TO DEFENDANT RURAL REMEDIES, LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	55	2/26/2020	006971-006983
143	NEVADA WELLNESS CENTER, LLC'S JOINDER TO ETW PLAINTIFFS' MOTION TO COMPEL	56	3/20/2020	007084-007086
142	NEVADA WELLNESS CENTER, LLC'S JOINDER TO ETW PLAINTIFFS' MOTION TO COMPEL PRIVILEGE LOGS	56	3/20/2020	007081-007083
323	NEVADA WELLNESS CENTER, LLC'S MOTION TO STRIKE ON AN ORDER SHORTENING TIME	306	8/3/2020	043640-043708
371	NOTICE OF APPEAL	335 thru 339	10/23/2020	047003-047862
359	NOTICE OF ENTRY OF JUDGMENT (1)	333	9/22/2020	046830-046844
360	NOTICE OF ENTRY OF JUDGMENT (2)	333	9/22/2020	046845-046877
98	NOTICE OF ENTRY OF ORDER	51	1/3/2020	006264-006271
104	NOTICE OF ENTRY OF ORDER	52	1/14/2020	006469-006474

341	NOTICE OF ENTRY OF ORDER	326	8/17/2020	045933-045939
372	NOTICE OF ENTRY OF ORDER	340	10/27/2020	047863-047882
159	NOTICE OF ENTRY OF ORDER DENYING MM DEVELOPMENT COMPANY, INC.'S MOTION TO STRIKE AND-OR DISMISS D.H. FLAMINGO, INC.'S COUNTERCLAIM	58	4/9/2020	007396-007400
83	NOTICE OF ENTRY OF ORDER DENYING MM DEVELOPMENT COMPANY, INC.'S AND LIVFREE WELLNESS, LLC'S MOTION TO ALTER OR AMEND FINDINGS OF FACT AND CONCLUSION OF LAW,	49	11/22/2019	006012-006015
258	NOTICE OF ENTRY OF ORDER ON PLAINTIFF NEVADA WELLNESS CENTER, LLC'S MOTION TO STRIKE CERTAIN DEFENSES IN JORGE PUPO'S ANSWER TO SECOND AMENDED COMPLAINT	270	6/23/2020	038868-038871
130	NOTICE OF FILING OF EMERGENCY PETITION FOR WRIT OF MANDAMUS OR PROHIBITION UNDER NRAP 21(a)6)	55	2/21/2020	006950-006951
91	NOTICE OF HEARING	49	12/13/2019	006082-006087
100	NV WELLNESS CENTER, LLC'S MOTION TO COMPEL ON AN ORDER SHORTENING TIME	51	1/8/2020	006296-006358
95	OPPOSITION TO HELPING HANDS WELLNESS CTR, INC.'S APPLICATION FOR WRIT OF MANDAMUS	50	12/27/2019	006207-006259
13	OPPOSITION TO MOTION FOR PRELIMINARY INJUNCTION	3 thru 4	5/9/2019	000270-000531
285	OPPOSITION TO MOTION TO COMPEL MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS LLC ON AN ORDER SHORTENING TIME	274	7/9/2020	039540-039575
334	OPPOSITION TO MOTION TO STRIKE DEPARTMENT OF TAXATION'S NOTICE REMOVING ENTITIES FROM TIER 3 ON ORDER SHORTENING TIME	325	8/14/2020	045878-045882
102	OPPOSITION TO NEVADA WELLNESS CENTER, LLC'S MOTION TO COMPEL	52	1/10/2020	006369-006439

80	ORDER DENYING 1) ORGANIC REMEDIES, LLC'S MOTION TO DISSOLVE PRELIMINARY INJUNCTION AND TO STAY PRELIMINARY INJUNCTION PENDING APPEAL AND 2) LONE MOUNTAIN PARTNERS, LLC'S	49	11/19/2019	005943-005949
182	ORDER DENYING D.H. FLAMINGO, INC. AND SURTERRA HOLDINGS, INC.'S MOTION FOR SUMMARY JUDGMENT AGAINST MM DEVELOPMENT COMPANY, INC.	66	6/5/2020	008410-008413
152	ORDER DENYING DEFENDANT JORGE PUPO'S MOTION TO DISMISS	58	3/30/2020	007330-007332
171	ORDER DENYING LONE MOUNTAIN PARTNER'S MOTION TO DISMISS SECOND AMENDED COMPLAINT	62	5/5/2020	007940-007941
84	ORDER DENYING MM DEVELOPMENT COMPANY, INC. 'S AND LIVFREE WELLNESS LLC'S MOTION TO ALTER AMEND FINDINGS OF FACT AND CONCLUSION OF LAW	49	11/22/2019	006016-006017
96	ORDER DENYING MOTION FOR STAY AND GRANTING IN PART MOTION TO EXPEDITE	50	12/30/2019	006260-006262
105	ORDER DENYING NEVADA ORGANIC REMEDIES, LLC'S AMENDED APPLICATION FOR WRIT OF MANDAMUS TO COMPEL STATE OF NEVADA DEPARTMENT OF TAXATION TO MOVE NEVADA ORGANIC REMEDIES, LLC	52	1/14/2020	006475-006477
352	ORDER DENYING TGIG PLAINTIFFS' MOTION FOR ORDER REQUIRING THE DOT TO SUPPLEMENT AND RECERTIFY THE ADMINISTRATIVE RECORD; TO PERMIT PLAINTIFFS TO OFFER EXTRA-RECORD EVIDENCE AT THE HEARING OF JUDICIAL REVIEW; AND TO ENLARGE TIME FOR FILING OPENING BRIEF	331	8/28/2020	046568-046572
97	ORDER DENYING THE DEPARTMENT OF TAXATION OBJECTION TO DISCOVERY COMMISSIONER'S REPORT AND RECOMMENDATIONS	51	12/31/2019	006263-006263
298	ORDER GRANTING CLEAR RIVER, LLC'S MOTION TO RECONSIDER THE COURT'S ORDER GRANTING PLAINTIFF NEVADA WELLNESS CENTER, LLC'S MOTION TO COMPEL CLEAR RIVER, LLC TO PRODUCE	276	7/11/2020	039866-039868

	JOHN KOCER AND NORTON ARBELAEZ FOR DEPOSITION ON ORDER SHORTENING TIME			
18	ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFFS' MOTION FOR TEMPORARY RESTRAINING ORDER	8	5/16/2019	001038-001041
59	ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFFS' MOTION FOR TEMPORARY RESTRAINING ORDER	41	8/14/2019	005028-005030
60	ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFFS' MOTION FOR TEMPORARY RESTRAINING ORDER	41	8/14/2019	005031-005033
128	ORDER GRANTING IN PART AND DENYING IN PART THE DEPARTMENT OF TAXATION'S MOTIONS FOR PROTECTIVE ORDER ON ORDER SHORTENING TIME	55	2/19/2020	006936-006941
86	ORDER GRANTING MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT IN CASE NO. A-786962	49	11/26/2019	006023-006024
170	ORDER GRANTING PLAINTIFF NEVADA WELLNESS CENTER, LLC'S MOTION TO COMPEL CLEAR RIVER, LLC TO PRODUCE ADDITIONAL DOCUMENTS ON ORDER SHORTENING TIME	62	4/21/2020	007936-007939
338	ORDER REGARDING PLAINTIFF NEVADA WELLNESS CENTER, LLC'S MOTION FOR SUMMARY JUDGMENT ON FIRST CLAIM FOR RELIEF	326	8/15/2020	045900-045905
369	ORDER TO SHOW CAUSE	334	10/18/2020	046966-046999
140	PLAINTIFF NEVADA WELLNESS CENTER, LLC'S MOTION TO COMPEL GREENMART OF NEVADA, LLC TO PRODUCE KENNETH LEE AND HAE LEE FOR DEPOSITION ON ORDER SHORTENING TIME	56	3/16/2020	007058-007074
147	PLAINTIFF NEVADA WELLNESS CENTER, LLC'S OPPOSITION TO QUALCAN, LLC'S PETITION FOR WRIT OF MANDAMUS	57	3/27/2020	007144-007175
243	PLAINTIFF'S RECORD PART 59	232	6/12/2020	033643-033801
9	PLAINTIFFS' COUNTER-DEFENDANTS' ANSWER TO COUNTERCLAIM	2	4/5/2019	000218-000223

185	PLAINTIFF'S DECLARATION & POA-F2018-01430	67 thru 74	6/12/2020	008455-009889
187	PLAINTIFF'S DKT 148-1 INDEX OF EXHIBITS - 1	76 thru 77	6/12/2020	009934-010291
188	PLAINTIFF'S DKT 148-1 INDEX OF EXHIBITS - 2	78 thru 79	6/12/2020	010292-010595
370	PLAINTIFFS GREEN LEAF FARMS HOLDINGS LLC, GREEN THERAPEUTICS LLC, NEVCANN LLC AND RED EARTH LLC'S JOINDER TO TGIG PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE	334	10/21/2020	047000-047002
356	PLAINTIFFS GREEN LEAF FARMS HOLDINGS LLC, GREEN THERAPEUTICS LLC, NEVCANN LLC AND RED EARTH LLC'S JOINDER TO TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW AND PERMANENT INJUNCTION	332	9/14/2020	046813-046815
186	PLAINTIFF'S NOTICE OF FILING RECORD ON REVIEW	75	6/12/2020	009890-009933
20	PLAINTIFFS' OMNIBUS REPLY IN SUPPORT OF MOTION FOR PRELIMINARY INJUNCTION	8	5/22/2019	001054-001067
305	PLAINTIFFS' OPENING BRIEF IN SUPPORT OF PETITION FOR JUDICIAL REVIEW	286	7/22/2020	041331-041363
94	PLAINTIFFS' OPPOSITION TO LONE MOUNTAIN PARTNERS, LLC'S MOTION TO DISMISS SECOND AMENDED COMPLAINT	50	12/20/2019	006124-006206
189	PLAINTIFF'S RECORD PART 1	80 thru 81	6/12/2020	010596-010937
198	PLAINTIFF'S RECORD PART 10	93	6/12/2020	012724-012878
199	PLAINTIFF'S RECORD PART 11	94	6/12/2020	012879-013032
200	PLAINTIFF'S RECORD PART 12	95	6/12/2020	013033-013187
201	PLAINTIFF'S RECORD PART 13	96	6/12/2020	013188-013341
202	PLAINTIFF'S RECORD PART 14	97	6/12/2020	013342-013496

203	PLAINTIFF'S RECORD PART 15	98 thru 99	6/12/2020	013497-013774
204	PLAINTIFF'S RECORD PART 16	100 thru 101	6/12/2020	013775-014052
205	PLAINTIFF'S RECORD PART 17	102 thru 103	6/12/2020	014053-014330
206	PLAINTIFF'S RECORD PART 18	104 thru 105	6/12/2020	014331-014608
207	PLAINTIFF'S RECORD PART 18	106 thru 107	6/12/2020	014609-014886
208	PLAINTIFF'S RECORD PART 19	108 thru 111	6/12/2020	014887-015426
190	PLAINTIFF'S RECORD PART 2	82 thru 83	6/12/2020	010938-011275
209	PLAINTIFF'S RECORD PART 20	112 thru 115	6/12/2020	015427-015966
210	PLAINTIFF'S RECORD PART 21	116 thru 119	6/12/2020	015967-016506
211	PLAINTIFF'S RECORD PART 22	120 thru 123	6/12/2020	016507-017048
212	PLAINTIFF'S RECORD PART 24	124 thru 131	6/12/2020	017049-018484
213	PLAINTIFF'S RECORD PART 25	132 thru 134	6/12/2020	018485-018844
214	PLAINTIFF'S RECORD PART 26	135 thru 136	6/12/2020	018845-019202
215	PLAINTIFF'S RECORD PART 27	137 thru 144	6/12/2020	019203-020637

216	PLAINTIFF'S RECORD PART 28	145 thru 147	6/12/2020	020638-020999
217	PLAINTIFF'S RECORD PART 29	148 thru 149	6/12/2020	021000-021357
191	PLAINTIFF'S RECORD PART 3	84 thru 85	6/12/2020	011276-011613
218	PLAINTIFF'S RECORD PART 30	150 thru 157	6/12/2020	021358-022621
219	PLAINTIFF'S RECORD PART 31	158 thru 159	6/12/2020	022622-022979
220	PLAINTIFF'S RECORD PART 32	160 thru 167	6/12/2020	022980-024414
221	PLAINTIFF'S RECORD PART 33	168 thru 169	6/12/2020	024415-024718
222	PLAINTIFF'S RECORD PART 35	170 thru 177	6/12/2020	024719-026153
223	PLAINTIFF'S RECORD PART 37	178	6/12/2020	026154-026256
224	PLAINTIFF'S RECORD PART 39	179 thru 181	6/12/2020	026257-026669
192	PLAINTIFF'S RECORD PART 4	86 thru 87	6/12/2020	011614-011951
225	PLAINTIFF'S RECORD PART 40	182 thru 183	6/12/2020	026670-026934
226	PLAINTIFF'S RECORD PART 41	184 thru 186	6/12/2020	026935-027347
227	PLAINTIFF'S RECORD PART 42	187 thru 188	6/12/2020	027348-027612

228	PLAINTIFF'S RECORD PART 43	189 thru 191	6/12/2020	027613-028025
229	PLAINTIFF'S RECORD PART 44	192 thru 193	6/12/2020	028026-028290
230	PLAINTIFF'S RECORD PART 45	194 thru 196	6/12/2020	028291-028703
231	PLAINTIFF'S RECORD PART 46	197 thru 198	6/12/2020	028704-028968
232	PLAINTIFF'S RECORD PART 47	199 thru 201	6/12/2020	028969-029451
233	PLAINTIFF'S RECORD PART 48	202 thru 204	6/12/2020	029452-029934
234	PLAINTIFF'S RECORD PART 49	205 thru 207	6/12/2020	029935-030346
193	PLAINTIFF'S RECORD PART 5	88	6/12/2020	011952-012104
235	PLAINTIFF'S RECORD PART 50	208 thru 210	6/12/2020	030347-030758
236	PLAINTIFF'S RECORD PART 51	211 thru 213	6/12/2020	030759-031170
237	PLAINTIFF'S RECORD PART 52	214 thru 216	6/12/2020	031171-031582
238	PLAINTIFF'S RECORD PART 54	217 thru 219	6/12/2020	031583-031994
239	PLAINTIFF'S RECORD PART 55	220 thru 222	6/12/2020	031995-032406
240	PLAINTIFF'S RECORD PART 56	223 thru 225	6/12/2020	032407-032818

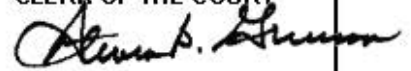
242	PLAINTIFF'S RECORD PART 58	229 thru 231	6/12/2020	033231-033642
194	PLAINTIFF'S RECORD PART 6	89	6/12/2020	012105-012258
244	PLAINTIFF'S RECORD PART 60	233	6/12/2020	033802-033877
245	PLAINTIFF'S RECORD PART 61	234 thru 235	6/12/2020	033878-034143
246	PLAINTIFF'S RECORD PART 62	236 thru 237	6/12/2020	034144-034409
247	PLAINTIFF'S RECORD PART 63	238 thru 239	6/12/2020	034410-034675
248	PLAINTIFF'S RECORD PART 64	240 thru 241	6/12/2020	034676-034943
249	PLAINTIFF'S RECORD PART 65	242 thru 245	6/12/2020	034944-035512
250	PLAINTIFF'S RECORD PART 66	246 thru 248	6/12/2020	035513-035919
251	PLAINTIFF'S RECORD PART 67	249 thru 251	6/12/2020	035920-036326
252	PLAINTIFF'S RECORD PART 68	252 thru 254	6/12/2020	036327-036733
253	PLAINTIFF'S RECORD PART 69	255 thru 257	6/12/2020	036734-037140
195	PLAINTIFF'S RECORD PART 7	90	6/12/2020	012259-012413
254	PLAINTIFF'S RECORD PART 70	258 thru 260	6/12/2020	037141-037547
255	PLAINTIFF'S RECORD PART 71	261 thru 263	6/12/2020	037548-037954

256	PLAINTIFF'S RECORD PART 72	264 thru 266	6/12/2020	037955-038415
257	PLAINTIFF'S RECORD PART 73	267 thru 269	6/12/2020	038416-038867
196	PLAINTIFF'S RECORD PART 8	91	6/12/2020	012414-012569
197	PLAINTIFF'S RECORD PART 9	92	6/12/2020	012570-012723
241	PLAINTIFF'S RECORD PARTY 57	226 thru 228	6/12/2020	032819-033230
48	PLAINTIFFS-COUNTER DEFENDANTS' ANSWER TO COUNTERCLAIM	35	7/12/2019	004228-004236
178	PURE TONIC CONCENTRATES LLC'S ANSWER TO MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	65	5/29/2020	008376-008379
139	QUALCAN, LLC'S PETITION FOR WRIT OF MANDAMUS	56	3/13/2020	007037-007057
88	REPLY IN SUPPORT OF AMENDED APPLICATION FOR WRIT OF MANDAMUS TO COMPEL STATE OF NEVADA, DEPARTMENT OF TAXATION TO MOVE NEVADA ORGANIC REMEDIES, LLC INTO "TIER 2" OF SUCCESSFUL CONDITIONAL LICENSE APPLICANTS	49	12/6/2019	006048-006057
328	REPLY TO THE DOT'S AND CLEAR RIVER, LLC'S OPPOSITIONS TO PLAINTIFFS' MOTION FOR ORDER REQUIRING THE DOT TO SUPPLEMENT AND RECERTIFY THE ADMINISTRATIVE RECORD; TO PERMIT PLAINTIFFS	317	8/7/2020	045066-045084
179	RURAL REMEDIES, LLC'S ANSWER TO DEFENDANT-RESPONDENT NATURAL MEDICINE'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORI, MANDAMUS AND PROHIBITION	65	6/3/2020	008380-008393
357	RURAL REMEDIES, LLC'S JOINDER IN TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT AND CONCLUSIONS OF LAW AND PERMANENT INJUNCTION	332	9/15/2020	046816-046817

117	SECOND AMENDED COMPLAINT	54	2/11/2020	006782-006805
376	SHOW CAUSE HEARING	343	11/2/2020	048144-048281
259	SUPPLEMENT TO RECORD ON REVIEW IN ACCORDANCE WITH THE NEVADA ADMINISTRATIVE PROCEDURE ACT	270	6/26/2020	038872-038947
355	TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW AND PERMANENT INJUNCTION	332	9/10/2020	046777-046812
87	TGIG SECOND AMENDED COMPLAINT	49	11/26/2019	006025-006047
184	TGIG, LLC, NEVADA HOLISTIC MEDICINE, LLC, GBS NEVADA PARTNERS, FIDELIS HOLDINGS, LLC, GRAVITAS NEVADA, NEVADA PURE, LLC, MEDIFARM, LLC, AND MEDIFARM IV'S ANSWER TO NATURAL MEDICINE	66	6/10/2020	008436-008454
336	THC NEVADA, LLC AND HERBAL CHOICE, INC.'S JOINDER TO TGIG PLAINTIFFS' PROPOSED SUPPLEMENTAL FINDINGS OF FACT AND CONCLUSIONS OF LAW BASED UPON PARTIAL SUBSTITUTION OF THE NEVADA CANNABIS COMPLIANCE BOARD AS A PARTY DEFENDANT IN THESE CONSOLIDATED MATTERS	326	8/14/2020	045889-045891
339	THC NEVADA, LLC AND HERBAL CHOICE, INC.'S REPLY TO NEVADA ORGANIC REMEDIES' OPPOSITION TO MOTION TO STRIKE DEPARTMENT OF TAXATION'S NOTICE REMOVING ENTITIES FROM TIER 3 ON ORDER SHORTENING TIME	326	8/15/2020	045906-045917
308	THC NEVADA, LLC'S JOINDER TO PLAINTIFF TGIG, LLC ET AL'S OPENING BRIEF IN SUPPORT OF PETITION FOR JUDICIAL REVIEW	289	7/23/2020	041733-041735
311	THE ESSENCE ENTITIES' JOINDER TO DEPARTMENT OF TAXATION'S OPPOSITION TO TGIG'S MOTION TO SUPPLEMENT THE ADMINISTRATIVE RECORD TO PERMIT PLAINTIFFS TO OFFER EXTRA-RECORD EVIDENCE AND TO ENLARGE TIME FOR FILING OPENING BRIEF	292	7/24/2020	042072-042074
362	THE ESSENCE ENTITIES' LIMITED OPPOSITION TO TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW AND PERMANENT INJUNCTION	333	9/24/2020	046922-046924

149	THE ESSENCE ENTITIES' OPPOSITION TO ETW PLAINTIFFS' 1) MOTION TO COMPEL AND 2) MOTION TO COMPEL PRIVILEGE LOGS	57	3/27/2020	007183-007293
317	THRIVE'S JOINDER TO PLAINTIFFS' OPPOSITION TO THC NEVADA LLC'S AND HERBAL CHOICE, INC.'S EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER FOR PRELIMINARY INJUNCTION ON AN ORDER SHORTENING TIME	302	7/30/2020	043187-043190
162	THRIVE'S SUPPLEMENTAL BRIEF IN SUPPORT OF OPPOSITION TO ETW MANAGEMENT GROUP LLC; ET AL.'S MOTION TO COMPEL	61	4/14/2020	007731-007792
344	TRIAL EXHIBIT 1005	329	8/18/2020	046356-046389
345	TRIAL EXHIBIT 1006	330	8/18/2020	046390-046423
346	TRIAL EXHIBIT 1135	330	8/18/2020	046424-046445
347	TRIAL EXHIBIT 1302	330	8/18/2020	046446-046448
348	TRIAL EXHIBIT 2157	330	8/18/2020	046449-046502
349	TRIAL EXHIBIT 2158	330	8/18/2020	046503-046548
350	TRIAL EXHIBIT 3291	331	8/18/2020	046549-046564
262	WELLNESS CONNECTION OF NEVADA, LLC'S ANSWER TO PLAINTIFF NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	272	6/29/2020	039136-039152
366	WELLNESS CONNECTION OF NEVADA, LLC'S RESPONSE TO TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW AND PERMANENT INJUNCTION AND COUNTERMOTION TO CLARIFY AND-OR FOR ADDITIONAL FINDINGS	333	9/24/2020	046934-046940

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DISTRICT COURT
CLARK COUNTY, NEVADA

In re DOT Litigation,

Case No. A-19-787004-B
Dept. No. XI

Consolidated with:
A-18-785818-W
A-18-786357-W
A-19-786962-B
A-19-787035 -C
A-19787540-W
A-19-787726-C
A-19-801416-B

DEPARTMENT OF TAXATION'S AND CANNABIS COMPLIANCE BOARD'S
OPPOSITION TO THE TGIG PLAINTIFFS' MOTION FOR AN ORDER TO SHOW
CAUSE

The State of Nevada ex rel. the Department of Taxation (DOT) and the Cannabis Compliance Board (CCB), through counsel, opposes the TGIG Plaintiffs' motion for an order to show cause and all associated joinders.

MEMORANDUM OF POINTS AND AUTHORITIES

I. Introduction

This Court should deny the TGIG Plaintiffs' motion. The TGIG Plaintiffs cite to EDCR 5.510(1), but make no attempt to meet its requirements. First, the TGIG Plaintiffs

1 seek contempt through implication but the irreducible minimum for civil contempt is
2 disobedience of a court order's clear, specific, and unambiguous terms. Second, they never
3 explain, let alone show with evidence, any harm suffered or anticipated. Third, they ignore
4 the requirement of demonstrating their particular need for a contempt ruling. Spite cannot
5 confer these requirements.

6 Worse, they have previously made this argument, on the same grounds, in their
7 attempt to block the partial settlement agreement, in their attempt to strike the DOT's
8 notice moving Nevada Organic Remedies, LLC (NOR) out of tier 3, and in their motion to
9 amend the permanent injunction's findings of fact and conclusions of law. Three times they
10 have raised this argument; three times this Court has rejected it. This Court should not
11 rule that the fourth time's a charm.

12 This Court has "left it" (in this Court's words) to the State to determine which
13 applicants did or did not fulfill the disclosure requirement. By entering into the partial
14 settlement agreement (which the Court did not enjoin), by filing the notice of removing
15 entities from tier 3 (which the Court did not strike), by fulfilling its promise to conduct a
16 final inspection of NOR's facility (which this Court did not permanently enjoin), the State
17 exercised the discretion this Court correctly ruled was left to the State.

18 **II. Background**

19 By concentrating on a 2019 email written prior to the Court's preliminary injunction,
20 the TGIG Plaintiffs' motion ignores this case's entire history.

21 **A. The Court's preliminary injunction order and the DOT's tiers email**

22 The TGIG Plaintiffs moved for a preliminary injunction. The Court granted it. But
23 in granting relief, the Court carefully crafted its order to exclude mention of conditional
24 licensees. **Ex. A**, Preliminary Injunction at 24:4-6.

25 At the same time, this Court asked the DOT which successful applicants completed
26 their applications in compliance with NRS 453D.200(6). Br. Ex. 2, at 1. The DOT answered
27 by email, establishing three "tiers" to categorize the successful applicants. *Id.* The email
28 . . .

1 placed NOR in tier 3, which covers applicants for which the DOT “could not eliminate a
2 question as [to] the completeness of the application[.]” *Id.* at 2.

3 The Court on Day 19 of Phase II of the trial further elucidated its preliminary
4 injunction. During trial, and after the DOT’s notice, Helping Hands Wellness Center, Inc.
5 (**Helping Hands**) filed a motion to amend the Court’s preliminary injunction order.
6 Helping Hands sought to remove itself from the Court’s order to allow it to perfect its
7 conditional licenses awarded from the September 2018 competition. The Court in denying
8 the motion responded as follows:

9 I left it to the State to decide who was – who was the – who did
10 not provide the identification of each prospective owner, officers
11 and board member as required by NRS 453D.200(6), and since it
appears the State has already made a decision, by filing their
notice, what are you asking me to amend if anything?

12 **Ex. B**, Day 19 at 17:16-21. Accordingly, intervenors like NOR were never subject to the
13 Court’s preliminary injunction, so the Court did not modify the preliminary injunction.

14 **B. The Court denies THC Nevada and Herbal Choice’s application for a**
15 **temporary restraining order attempting to block the partial**
16 **settlement agreement**

17 Several of the plaintiffs, intervenors, and the DOT entered into a partial settlement
18 agreement during the trial. **Ex. C**. The settling intervenors agreed to transfer conditional
19 licenses to several of the plaintiffs for dismissal of the plaintiffs’ action with prejudice
20 against the DOT. *Id.* at 1-2 and 4-5. The DOT promised to notify the Court that the
21 intervenors provided the necessary information on Attachment A of their applications. *Id.*
22 at 3. The partial settlement agreement specifically provided that NOR (among others)
would be moved out of tier 3 so that they could receive a final inspection. *Id.* at 3-4.

23 THC Nevada and Herbal Choice applied for a temporary restraining order blocking
24 the Tax Commission from approving the partial settlement agreement. The TGIG
25 Plaintiffs filed a joinder in which they advanced the same arguments they press here. They
26 argued that the DOT was bound by its email to keep NOR in tier 3, barring NOR from
27 receiving a final inspection. **Ex. D**, Joinder at 3. And they challenged the provisions of the
28 partial settlement agreement allowing NOR to receive its final inspection. *Id.* at 5.

1 The Court denied THC Nevada and Herbal Choice's application for a TRO. **Ex. E.**
2 The Court allowed the Tax Commission to determine their authority and whether the terms
3 should be approved. *Id.* at 2:6-9.

4 **C. The Court denies THC Nevada and Herbal Choice's motion to strike**
5 **the DOT's notice of removing intervenors from Tier 3**

6 Consistent with the partial settlement agreement, the DOT filed its notice with the
7 Court. **Ex. F**, Notice. THC Nevada and Herbal Choice moved to strike the DOT's notice,
8 arguing that removing NOR from tier 3 (and thus allowing a final inspection) would violate
9 the permanent injunction. **Ex. G** at 9-10. The TGIG Plaintiffs joined that motion in full.

10 The Court denied THC and Herbal Choice's motion to strike and the TGIG Plaintiffs'
11 joinder. In declining to modify its preliminary injunction order, the Court explained: "...I
12 left it to the State to make an administrative determination...[r]elated to that, the State
13 has by making their filing, which I have not stricken." **Ex. B**, *supra* at 18:18-22.

14 **D. The Court's permanent injunction order contains no finding that**
15 **NOR failed to identify each prospective owner, officer, and board**
16 **member**

17 The Court's permanent injunction order is the subject of the TGIG Plaintiffs' motion.
18 This Court's permanent injunction forbade the State from "conducting a final inspection of
19 any of the conditional licensees...for an applicant who did not provide the identification of
20 each prospective owner, officer and board member as required by NRS 453D.200(6)." **Ex.**
21 **H**, Permanent Injunction at 29:16-19. The only time NOR is mentioned in the Court's order
22 is when it is identified as an intervenor. *Id.* at 4:10-12. There is no finding that NOR failed
23 to identify each prospective owner, officer, and board member.

24 **E. The Court denies TGIG Plaintiffs' post-trial motion to amend and**
25 **Wellness Connection's Countermotion to identify specific entities**

26 The TGIG Plaintiffs then filed yet another motion, this time a motion to amend the
27 findings of fact and conclusions of law in the permanent injunction order. The TGIG
28 Plaintiffs wrote that their motion was filed "to seek clarification of the status of the
intervenors who were certified as Tier 3 defendants" (as NOR was). **Ex. I**, Motion to Amend

1 at 1. They again argued, *inter alia*, that the Court should clarify that the permanent
2 injunction applies to the settling and non-settling parties alike. Wellness Connection of
3 Nevada, LLC (**Wellness Connection**) filed a Response and Countermotion asking the
4 Court to clarify which of the entities were affected by its injunction and amend its findings
5 to include specific entities, like NOR, in the Court's permanent injunction. The Court
6 denied both motions, again explaining what it expressed twice before—*i.e.*, “that the State
7 is the enjoined party, not any of the applicants,” whether they settled or not. **Ex. J**, Minute
8 Order. Further, there is nothing in the Court's minute order that even mentions NOR, let
9 alone makes a factual finding that NOR failed to disclose under NRS 453D.200(6), and
10 therefore, no legal or factual no basis for the TGIG Plaintiffs to argue that the State is
11 precluded from conducting a final inspection of NOR's facility.

12 **III. Legal argument**

13 This is the TGIG Plaintiffs' fourth attempt to stop NOR from obtaining a final
14 license, through the same argument. Their motion deserves the same treatment as their
15 prior attempts: denial.

16 **A. The TGIG Plaintiffs did not meet their burden under Rule 5.510(a)**

17 The TGIG Plaintiffs write that EDCR 5.510 “is the procedure to follow.” Br. 2 n.2.
18 But their motion does not meet that Rule's standards. Rule 5.510(a) has three
19 prerequisites. It provides:

20 (a) A motion seeking an Order to Show Cause (OSC) for
21 contempt must be accompanied by a detailed affidavit complying
22 with NRS 22.030(2) that identifies the specific provisions, pages
23 and lines of the existing order(s) alleged to have been violated,
the acts or omissions constituting the alleged violation, any harm
suffered or anticipated, and the need for a contempt ruling,
which should be filed and served as any other motion.

24 EDCR 5.510(a). Thus, the moving party must provide (i) the text of the order prohibiting
25 the conduct subject to contempt proceedings, (ii) the harm suffered by the moving party,
26 and (iii) the need for the contempt ruling. TGIG's in their motion does not even mention
27 these requirements, but even if they did, their motion would fail all three. Each individual
28 failing, standing alone, would be sufficient to deny the TGIG Plaintiffs' motion.

1 (1) **Nothing in the text of the Court’s order is an unambiguous**
2 **command to prohibit final inspection of NOR’s facility**

3 Contempt motions begin with the standard for considering such motions. That the
4 TGIG Plaintiffs skip this step tells the Court all it needs to know. Contempt motions fail
5 unless the moving party demonstrates that a party has disobeyed a court order’s
6 “unambiguous terms.” *State of Nev. ex rel. Dep’t of Indus. Rel., Div. of Ins. Reg. v. Albanese*,
7 112 Nev. 851, 856, 919 P.2d 1067, 1070 (1996). The TGIG Plaintiffs do not cite this
8 standard, and, in their brief, do not even attempt to meet it.

9 Nothing in the text supports the TGIG Plaintiffs’ motion for contempt. This Court’s
10 permanent injunction forbade the State from “conducting a final inspection of any of the
11 conditional licensees...for an applicant who did not provide the identification of each
12 prospective owner, officer and board member as required by NRS 453D.200(6).” It did not
13 forbid the DOT from conducting a final inspection of NOR – and it certainly did not do so
14 unambiguously.

15 To rely on the Attorney General’s Office’s email, they must re-write it to fit their
16 argument. The TGIG Plaintiffs write that “as noted in [the email, NOR] was an applicant
17 who did not provide the identification of each prospective owner, officer and board member
18 as required by NRS 453D.200(6).” *Id.* That is wrong. All the email said was that at that
19 time the DOT “could not eliminate *a question* as [to] the completeness of the [tier-3]
20 applications.” Br. Ex. 2, at 2 (emphasis added). The DOT later eliminated that question
21 as to NOR’s application. This Court expressly “left it” to DOT to determine the question
22 one way or the other, Ex. B at 17:16-21, and the TGIG Plaintiffs’ repeated attempts to
23 overturn the DOT’s determination have been rejected, *see supra* Part II.B to II.E.

24 The only way to construe the TGIG Plaintiffs’ brief is that they hope this Court will
25 imply a finding that would prohibit a final inspection of NOR. No precedent supports their
26 contempt by implication theory. Indeed, the TGIG Plaintiffs do not cite a single case in
27 their entire brief.

28 . . .

1 Even if precedent supported their brief (it doesn't), there is nothing in this Court's
2 findings of fact applicable to NOR from which the Court could imply a contempt. NOR is
3 not mentioned in the Court's permanent injunction order, except when identified as an
4 intervenor. Thus, based on the Court's findings of fact, there are no findings as to NOR's
5 disclosures from which to imply a violation of NRS 453D.200(6), let alone unambiguously
6 language to prohibit the final inspection of NOR.

7 The TGIG Plaintiffs' misguided argument also ignores the Court's statements on the
8 matter during trial. This Court was clear on Day 19 of the trial that it "left it to the State
9 to decide" which applicants "did not provide the identification of each prospective owner,
10 officers and board member as required by NRS 453D.200(6)." Ex. B at 17:16-21. The DOT
11 removed NOR from tier 3 and paved the way for its final inspection in accordance with the
12 discretion the Court left it. And this Court ratified that exercise of discretion by denying
13 the TGIG Plaintiffs' (and others') attempts to stop the settlement agreement, strike the
14 notice removing NOR from tier 3 and amend the findings of fact and conclusions of law.
15 Conducting the final inspection of NOR's facility was the inevitable next step in that
16 process, not some sudden breach of the unambiguous terms of the permanent injunction.

17 In sum, the DOT did not violate the unambiguous terms of the permanent injunction,
18 but rather acted in accordance with this Court's rulings on NOR's status. The contempt
19 motion fails.

20 **(2) Essential element of harm suffered or anticipated is lacking**

21 Rule 5.510(a) demands that the moving party demonstrate "any harm suffered or
22 anticipated..." EDCR 5.510(a). Because they cannot meet this requirement, the TGIG
23 Plaintiffs simply ignore it.

24 The requirement of harm suffered or anticipated cannot be discarded. By not even
25 paying lip service to the requirement of harm, the TGIG Plaintiffs are disregarding a
26 fundamental principle of Nevada law. Nevada civil contempt jurisprudence requires that
27 compelling performance of an act actually benefit the moving party. *Warner v. State of*
28 *Nev. ex rel. Dist. Ct.*, 111 Nev. 1379, 1383, 906 P.2d 707, 709 (1995).

1 Nevada's requirement of harm is on firm ground. Absent an injury, civil contempt
2 proceedings fail. 17 Am. Jur. 2d Contempt ¶ 152 (citing *Infant Swimming Research, Inc v.*
3 *Faegre & Benson, LLP*, 335 F. App'x 707, 711, 712-13 (10th Cir. 2009) (unpublished)).¹
4 "Mere observation of wrongful conduct does not confer standing" to bring a contempt
5 motion. *Infant Swimming Research*, 335 F. App'x at 712-13. Rather, the moving party
6 "must demonstrate [a] personal injury that he suffered as a consequence of that conduct."
7 *Id.*

8 Here, the TGIG Plaintiffs' brief amounts to nothing more than observation of a
9 perceived violation, which is not enough to meet the requirement of harm. Their motion
10 should be denied.

11 **(3) The TGIG Plaintiffs also ignore the related element that an**
12 **order of contempt actually benefit them**

13 The final requirement of Rule 5.510(a) demands that the moving party show the
14 "need for a contempt ruling." EDCR 5.510(a). Because they failed to identify any injury in
15 their motion, it is beyond peradventure that the TGIG Plaintiffs did not and could not show
16 any need for contempt ruling.

17 "[C]ivil contempt is said to be remedial in nature, as the sanctions are intended to
18 benefit a party by coercing or compelling the contemnor's future compliance, not punishing
19 them for past bad acts." *Rodriguez v. Eighth Judicial Dist. Court*, 120 Nev. 798, 805, 102
20 P.3d 41, 46 (2004). The TGIG Plaintiffs do not identify their need for an order. Hurting
21 their competitor, NOR, by denying NOR final inspection does not benefit them, at least in
22 a legally recognized way.

23 TGIG's motion is also inconsistent with a need to coerce future compliance. *Warner*,
24 111 Nev. at 1383, 906 P.2d at 709. There is no reason to coerce compliance with the Court's
25 permanent injunction order because the State is in compliance. Prior to the Court's
26

27 ¹ *Accord Brummer v. Stokebrand*, 601 N.W.2d 619, 622 (S.D. 1999); *McCormick v.*
28 *Axelrod*, 453 N.E.2d 508, 513 (N.Y. 1983), *amended on other grounds*, 454 N.E.2d 1314
(N.Y. 1983); *Plante v. Watson*, 350 So. 2d 1131, 1132 (Fla. Dist. Ct. App. 1977).

1 permanent injunction, the DOT removed NOR from tier 3, and in its Notice, made it
2 perfectly clear why it removed NOR from tier 3.

3 Nevada's legislature adopted general qualifications for licensure and registration of
4 persons. NRS 678B.200. It is up to the CCB to determine if the "person is qualified to
5 receive a license..." NRS 678B.200(1). Nevada's legislature left it to the CCB to define the
6 term "person," which it did to include "natural persons, applicant, limited partnerships,
7 limited-liability companies, corporations, publicly-traded corporations, private investment
8 companies, trusts, holding company, or other form of business organization such as defined
9 by the Board." CCB Reg. 1.137. The CCB is also authorized to consider applicant's
10 suitability and qualifications. CCB Reg. 5.000(3), 5.015.

11 In issuing the permanent injunction, the Court left it to the State to make an
12 administrative determination on a conditional licensee's disclosures, just as it had with the
13 preliminary injunction. The DOT, through its Notice (which this Court accepted),
14 determined that NOR complied with NRS 453D.200(6). The CCB has found NOR suitable.

15 The permanent injunction only prohibits the State from conducting a final inspection
16 where these requirements were not met, but NOR met them. Given that the State has
17 determined NOR's compliance consistent with the Court's permanent injunction, there is
18 no basis to coerce the State into doing anything.

19 **B. Law of the case bars the TGIG Plaintiffs' motion**

20 Law of the case doctrine holds that a court should not reopen questions already
21 decided by that court (or a higher one) in an earlier phase of the case. *Recontrust Co. v.*
22 *Zhang*, 130 Nev. 1, 7-8, 317 P.3d 814, 818 (2014). This rule conserves judicial resources by
23 allowing court decisions to govern going forward and avoiding the repeated re-litigation of
24 the same issue. *See Am. Civil Liberties Union v. F.C.C.*, 523 F.2d 1344, 1346 (9th Cir. 1975).

25 The TGIG Plaintiffs' contempt motion is an improper effort to re-litigate and retry
26 NOR's compliance with a duty to disclose and the DOT's decision to remove NOR from tier
27 3 to allow final inspection. The law of the case doctrine should preclude these efforts. This
28 Court, in denying their joinder to the application for a temporary restraining order, their

1 joinder to the motion to strike the Notice and their motion to amend the findings of fact
2 and conclusions of law has already determined whether its injunctive relief order precluded
3 a final inspection of NOR's facility. And the TGIG Plaintiffs don't identify any reason why
4 this Court should set aside law of the case doctrine and consider this issue for the fourth
5 time.

6 **IV. Conclusion**

7 For these reasons, this Court should deny the TGIG Plaintiffs' motion and all
8 associated joinders.

9 Respectfully submitted October 30, 2020.

10 AARON D. FORD
11 Attorney General

12 By: /s/ Steve Shevorski
13 Steve Shevorski (Bar No. 8256)
14 Chief Litigation Counsel
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19 *Attorneys for Defendant*
20 *State of Nevada ex rel. its*
21 *Department of Taxation*
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/s/ Traci Plotnick
Traci Plotnick, an employee of the
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EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

In Re: D.O.T. Litigation

Case No.: A-19-787004-B

Consolidated with:

A-18-785818-W

A-18-786357-W

A-19-786962-B

A-19-787035-C

A-19-787540-W

A-19-787726-C

A-19-801416-B

Dept. No.: XI

**GREENMART OF NEVADA NLV
LLC'S JOINDER TO
DEPARTMENT OF TAXATION'S
AND CANNABIS COMPLIANCE
BOARD'S OPPOSITION TO THE
TGIG PLAINTIFFS' MOTION FOR
AN ORDER TO SHOW CAUSE**

Hearing Date: November 2, 2020

Hearing Time: 9:00 a.m.

Defendant GreenMart of Nevada NLV, LLC ("GreenMart") hereby joins the
Opposition to the TGIG Plaintiffs' Motion for an Order to Show Cause filed on October 30,
2020 by the State of Nevada ex. rel. the Department of Taxation and the Cannabis
Compliance Board.

///

///

GreenMart hereby adopts the arguments and grounds as stated in the Points and Authorities filed in support of the Opposition.

DATED this 2nd day of November, 2020.

/s/ Alina M. Shell

MARGARET A. MCLETCHE, Nevada Bar No. 10931

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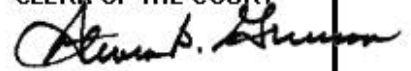
CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of November, 2020, pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, I did cause a true copy of the foregoing GREENMART OF NEVADA NLV LLC'S JOINDER TO DEPARTMENT OF TAXATION'S AND CANNABIS COMPLIANCE BOARD'S OPPOSITION TO THE TGIG PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE to be submitted electronically to all parties currently on the electronic service list on November 2, 2020.

/s/ Pharan Burchfield

An Employee of McLetchie Law

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TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

IN RE D.O.T. LITIGATION

CASE NO. A-19-787004-B
DEPT NO. XI

**TRANSCRIPT OF
PROCEEDINGS**

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

MONDAY, NOVEMBER 02, 2020

SHOW CAUSE HEARING

SEE NEXT PAGE FOR APPEARANCES

RECORDED BY: JILL HAWKINS, COURT RECORDER
TRANSCRIBED BY: JD REPORTING, INC.

A P P E A R A N C E S

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1 LAS VEGAS, CLARK COUNTY, NEVADA, NOVEMBER 2, 2020, 10:01 A.M.

2 * * * * *

3 THE CLERK: Going back to the Department of Taxation
4 case. This is the order to show cause filed by TGIG.

5 I was initially thinking I was just going to hear
6 argument, but then Mr. Dzarnoski started sending exhibits to
7 Dulce.

8 So what's going on, guys?

9 MR. DZARNOWSKI: This is Mark Dzarnowski speaking.
10 Who is going first, Your Honor --

11 THE COURT: That would be you.

12 MR. DZARNOWSKI: -- the State or I.

13 THE COURT: That would be your team. I don't care
14 who on your team goes first, but...

15 MR. DZARNOWSKI: All right. I will start. Thank
16 you, Your Honor.

17 I believe that there are two questions that are
18 outcome determinative (video interference) that you are faced
19 with today:

20 One is in application RD216, did Nevada Organic
21 Remedies identify each prospective owner, officer and board
22 member as required by NRS 453D.200, Subsection 6?

23 If the answer to that question is no, then a second
24 question is asked, and that is did the Cannabis Control Board
25 conduct a final inspection related to RD216.

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1 The injunction -- the permanent injunction that you
2 did issue specifically enjoined the Department from conducting
3 a final inspection for any applicants that did not identify
4 each prospective owner, officer or board member, as required by
5 NRS 453D.200.

6 If you recall, Your Honor, when you issued the
7 preliminary injunction, you asked the State to issue some form
8 of notice or certification regarding whether or not the
9 Department could certify that in fact everyone did submit and
10 identify all prospective owners. And Mr. Shevorski sent a
11 document that was included and attached to the order, and the
12 document was dated August 21st, 2019. And in that
13 certification it stated as follows:

14 "The Department of Taxation could not
15 eliminate a question regarding the
16 completeness of the applicant's identification
17 of all of its owners because the Department
18 could not determine whether there were
19 shareholders who owned a membership interest
20 in the applicant at the time the application
21 was submitted but who were not listed on
22 Attachment A as the applicant was acquired by
23 a publicly traded company on or around
24 September 4th, 2018." End quote.

25 One might ask, given the certification that occurred

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1 on August 21st, what is there that the Department of Taxation
2 learned by way of information by which it could now say to the
3 Court or anyone else that the application submitted by Nevada
4 Organic Remedies did in fact contain the full disclosure and
5 identification of each prospective owner as required by
6 NRS 453D.200.

7 The answer to that question apparently is there is no
8 new information or no new facts upon which the State could in
9 good faith and honestly say to you, as the Court, hey, we were
10 wrong when we submitted the August 21st certification. I
11 suppose it would have been possible for them to say, hey, we
12 were mistaken; the applicant was not acquired by a publicly
13 traded company on September 4th. But they haven't done that.

14 We have submitted as additional exhibits to reinforce
15 the fact that there was such a business acquisition. Exhibit
16 Number 3. Exhibit Number 3 is a true and correct copy, Your
17 Honor, of a public document filed by Xanthic Biopharma with
18 SEDAR, SEDAR being the electronic filing system that is
19 mandatory for use by most -- for all recording issuers in
20 Canada, and once the document is submitted and then accepted by
21 SEDAR, it becomes an official public document. That document,
22 if you look at it, clearly identifies on Bates stamp Number
23 TGIG_OSC23 that Xanthic Biopharma and did in fact acquire
24 Nevada Organic Remedies on September 4th, 2018. I sincerely
25 doubt and I hope the State does not suggest in their argument

1 that the acquisition did not occur.

2 Now that we -- if we accept that the acquisition
3 occurred on September 4th, 2018, that was prior to the
4 submission of the application that is in question with
5 application RD216. We, I think, can conclude conclusively that
6 there is no way that it would be remotely possible for the
7 application submitted between September 13th and September
8 20th to have disclosed all of the owners and shareholders of
9 Xanthic Biopharma.

10 If you look at part one of Exhibit 4, which we have
11 submitted as an exhibit -- let me page up for a moment so I can
12 identify exactly what that is -- it's a Notice of Annual
13 Meeting, Annual and Special Meeting of Shareholders and a
14 Management Information Circular.

15 And on Bates stamp page 46, which is I believe the
16 second page of that document -- I'm paging down, Your Honor.
17 Hold on. Just to make sure. No, it's not quite the second
18 page.

19 THE COURT: It's okay. We've got an hour,
20 Mr. Dzarnowski. It's okay.

21 MR. DZARNOWSKI: Thank you, Your Honor. I've got you
22 off speakerphone, and that cuts down my number of fingers that
23 I can use on my computer.

24 The second document in that batch is the management
25 information circular, and it is that Bates stamp number that I

1 indicated; it goes from 45 to 46. And most significantly, on
2 page 46, there is a section that deals with if you are a
3 beneficial shareholder. And just before that it is advice to
4 beneficial shareholders of common shares. The very first
5 sentence of that document states,

6 "The information set forth in this
7 section is of significant importance to many
8 shareholders as a substantial number of
9 shareholders do not hold their common shares
10 in their own name and thus are considered
11 nonregistered shareholders referred to as
12 beneficial shareholders."

13 The remaining portion of the section explains what
14 that means, and that is that these beneficial shareholders do
15 not hold the stock in their own name. It's held in street
16 name. And if that street name is either in the name of
17 brokerage firms or other financial intermediaries, which, in
18 fact, hold shares as registered owners for beneficial
19 shareholders.

20 If you recall during the trial of Phase 2, we were
21 attempting to have expert Mr. Holyfield (phonetic) talk briefly
22 about the impact of having financial intermediaries and street
23 name stock held in public companies, and we were not able to
24 present the expert testimony on that particular score; however,
25 I recall you specifically indicating that, as a business court

1 Judge with vast experience in dealing with public companies,
2 that it was a matter of common knowledge to you as to how these
3 shares are held and the impact of holding them in street name.

4 What it essentially is and what they ask you to
5 recognize is that Xanthic Biopharma, as of September of 2018,
6 could not possibly have known of the significance -- the
7 identity of the significant number of shareholders that it, in
8 fact, had because a significant number of the shares were held
9 in beneficial -- in beneficial interest.

10 So we know that the transaction occurred on September
11 4th. We know that the company could not at all have
12 identified all of the shareholders of the company. The DOT,
13 despite the fact it's had many, many opportunities to do so,
14 has never ever suggested to this Court that every beneficial
15 shareholder of Xanthic Biopharma was disclosed in the
16 application on Attachment A. If, in fact, they were, well, the
17 case is over, or at least our order to show cause is over
18 because they would've complied both with the -- they would've
19 complied with the statute.

20 If you look at Exhibit Number 2, it is of particular
21 interest in the following respect. On Bates stamp
22 Number TGIG_OSC8, there is a chart, and it's a chart that
23 discloses certain ownership percentages of shareholders from
24 the resulting issuer after the transaction was complete. Right
25 underneath the chart, there's two little footnotes -- I don't

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1 know if you can see it -- just above the subsection that says
2 Board of Directors and Management. Underneath the footnotes,
3 it says,

4 "To the knowledge of the prospective
5 directors and executive officers of the
6 resulting issuer, no person or company
7 beneficially will own, or control or directly
8 or indirectly resulting issue or shares
9 carrying in excess of 10 percent of the voting
10 rights attached to all outstanding resulting
11 issuers other than..."

12 And then it identifies (indiscernible) LLC.

13 The interesting point of that is that apparently
14 Canadian securities laws are a little different than United
15 State's securities laws in that the issuer is not required to
16 report shareholders who own less than 10 percent. So even if a
17 5 percent rule existed, this document provides evidence that
18 the issuer itself, because of the way the shares are held, has
19 never even conducted an analysis nor does it know if anybody
20 holds between 5 and 10 percent of the shares of the company.

21 It is abundantly clear and all the State has to do
22 (indiscernible) answer a simple question, yes or no. That's
23 the question that I initially posed up front, and I hope you
24 pose it to them. Did Nevada Organic Remedies identify every
25 beneficial owner of Xanthic Biopharma in its application that

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1 it submitted for the September 2018 time frame. That's the
2 question that they -- should be posed to them and they should
3 give a yes or a no. They are doing everything they can to
4 dance around that question.

5 And effectively what their argument is, is that they
6 didn't have to disclose all of their shareholders, and they
7 didn't have to disclose them because of the new statute 167
8 B -- 678B.

9 Now, the second question that I asked was if the
10 answer to question one was no, did the CCB conduct a final
11 inspection for RD216?

12 I have submitted Exhibit 1. Your Honor, I'll
13 represent that Exhibit 1 is a true and correct copy of the
14 agenda, a meeting notice and agenda of the Cannabis Compliance
15 Board that is posted on the official website of Cannabis
16 Compliance Board, and it does clearly show before the meeting
17 on October 20th, 2019, that on the agenda under Roman Numeral
18 IX was notice of final licensure for Nevada Organic Remedies
19 RD 216.

20 Also on the CCB website is -- not a transcript, but
21 the actual recording, zoom recording of that meeting, and I
22 will represent to the Court that starting at Hour 1, Minute 6,
23 through Hour 1, Minute 7 -- actually through Hour 1, Minute 8,
24 discussion occurred wherein it was represented at the cannabis
25 control meeting that the final inspection for that license took

1 place on September 15th, 2020. There was also a
2 representations that were made that the final licensure
3 occurred on October 19th, 2020.

4 So not only has there been a final inspection that
5 has occurred in violation of the permanent injunction, but a
6 final license was issued on October 19th.

7 The date of October 19th is of interest to me, and it
8 should be to the Court. We filed our Motion for Order to Show
9 Cause -- or, I'm sorry, Application or Motion for Order to Show
10 Cause on October 16th. According to the records I've looked
11 at for the electronic filing system, Mr. Kutinac, on October
12 18th, 2020, electronically filed the signed order to show
13 cause.

14 At that point in time, clearly the Cannabis Control
15 Board in the State of Nevada was very well aware that they were
16 being called forth to show cause why they shouldn't be held in
17 contempt for doing the final inspection. And what did they do?
18 One day later, instead of deferring the issuance of a final
19 license because this issue was coming out for violation of the
20 injunction, they immediately issued final licensure. That
21 final licensure should not have occurred while they were
22 knowing that this order to show cause hearing was being held to
23 determine whether or not the final inspection should even have
24 taken place.

25 Now, the argument that the State is making, as I

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1 understand it anyway, is that they don't have to obey the
2 injunction that you issued, the permanent injunction on
3 September 3rd, because the law has changed with the adoption
4 of the new statute making the Cannabis Control Board there. In
5 effect, what they are trying to say is that they are
6 bootstrapping their final approval and the statute right around
7 your permanent injunction and trying to have it reach back into
8 the application process that we were two years in litigation
9 discussing. And in those two years it was ultimately decided
10 that my clients' constitutional rights had been violated,
11 justifying the issuance of this permanent injunction.

12 This issue as to whether or not there is any kind of
13 a retroactive effect of a new statute into the old licensing
14 process actually was keyed up for your decision quite some time
15 ago. The State itself has filed a motion for reconsideration
16 of your summary judgment that you had granted on this issue,
17 and their argument in that motion for reconsideration were that
18 your permanent injunction was mooted out and that somehow or
19 other 670B had retroactive effect.

20 On August 21st of 2020, we filed an opposition to
21 that motion for reconsideration, and we thoroughly briefed the
22 issue as to -- thoroughly briefed the issue as to the
23 retroactivity of the new statute. And should you desire
24 additional briefing or even just for the record, I would ask
25 that our opposition to the motion for reconsideration be

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1 considered as part of your decision on these pleadings and that
2 you will incorporate that opposition by reference.

3 THE COURT: What date was that filed, Mr. Dzarnoski?

4 MR. DZARNOWSKI: I'm sorry?

5 THE COURT: What date was your opposition filed?

6 MR. DZARNOWSKI: August 21st of 2020.

7 THE COURT: Thank you.

8 MR. DZARNOWSKI: You're welcome, Your Honor.

9 The highlight of that opposition is a savings clause
10 that is contained in AB533. And AB533, it was Section -- here
11 we go, Section 240. And in there, Section 243 states as
12 follows:

13 "Any action taken by the Department of
14 Taxation or its constituent parts pursuant to
15 Chapter 453A and 453D of NRS governing the
16 licensing and regulation of marijuana
17 establishments and medical marijuana
18 establishments before July 1st, 2020,
19 remains in effect as if taken by the Cannabis
20 Control Board or its constituent parts on or
21 after July 1st, 2020."

22 In addition to that savings clause, there is a
23 presumption against retroactive application of statutes, and
24 there is absolutely (video interference) absolutely nothing by
25 which the State or anyone else should be able to argue at this

1 point that somehow 678B modified or changed the statutory
2 language of NRS 453D. In fact, any such claim or argument
3 clearly would violate the Nevada Constitution if, in fact, it
4 modified or amended the terms of the ballot initiative. And
5 that's what these folks are trying to say.

6 So at this point in time, you are faced with clear
7 evidence that the State could not -- I'm sorry. NOR, Nevada
8 Organic Remedies, could not have disclosed all of the
9 beneficial owners and shareholders of Xanthic Biopharma, and
10 yet the State did give final inspection, and the State did do a
11 final licensure. That sounds contemptful -- contemptuous. I
12 always confuse those two words. Contemptuous.

13 The arguments in the opposition that was filed really
14 don't address this issue. The issues don't call into question
15 whether or not you should find them in contempt. They argue
16 that the evidence doesn't show disobedience of the Court's
17 order. I just walked through that with you. The order is not
18 at all ambiguous. It says if they did not disclose their
19 owners, then you cannot do a final inspection.

20 The second argument they make is we have not shown
21 any harm. Well, Your Honor, we showed the harm when we got the
22 preliminary injunction. My clients were harmed because their
23 constitutional rights were violated. That is harm. That's why
24 we had an injunction in the first place.

25 The State argues that (video interference) argues

1 that we don't show that there is a need for contempt. I
2 thoroughly do not understand the argument about not showing a
3 need for contempt. They issued a license and did a final
4 inspection that they were precluded by court order from doing
5 that violates my clients' constitutional rights, and there is
6 only one remedy, and that's for the Court to hold them in
7 contempt and force them to purge their contempt.

8 The final argument that has been made is somehow or
9 other that the motions and other proceedings that have occurred
10 in this case have foreclosed us from arguing contempt of your
11 permanent injunction, and they argue that your decisions are
12 the rule of the case and that the attempt to block a partial
13 settlement, the attempt to strike the DOT's notice taking NOR
14 out of Tier 3 and our motion to amend the findings of fact and
15 conclusions of law somehow create law of the case that prevents
16 you from considering whether they're in contempt. That is a
17 misapplication of the doctrine of law of the case.

18 I'm sure or I hope -- I hope I'm right and they're
19 not, but it's my understanding of that doctrine that it applies
20 when a Court of Appeals makes a ruling and that an appellate
21 court makes a ruling and remands the case back down to the
22 District Court, then the District Court is now bound by a
23 decision of the appellate court as to the issues the appellate
24 court considered. None of that has happened in this case.

25 What we have is a contemptuous Department of Taxation

1 or CCB that does not care that you issued a permanent
2 injunction and does not care that the applicant NOR never
3 disclosed all of their owners, as required by the application
4 process in effect from September of 2018.

5 If you don't have any questions, Your Honor, I'd like
6 to reserve any other time for response and reply.

7 THE COURT: Thank you, Mr. Dzarnoski.

8 Does anyone wish to join in any of the arguments made
9 by Mr. Dzarnoski that hasn't filed a written joinder?

10 (No audible response.)

11 THE COURT: Is there anyone who would wish to oppose
12 the order to show cause?

13 Mr. Shevorski.

14 MR. SHEVORSKI: Thank you, Your Honor.

15 My friend Mr. Dzarnoski spoke for I think 35 minutes,
16 and I thought the omission of something I expected to hear was
17 quite telling, which is during Phase 2, my specific client,
18 because you can't argue in gross, proved that NOR has not
19 disclosed its owners, officers and board members.

20 I think it's further telling that rather than use
21 evidence from the trial, the TGIG plaintiffs, several of which
22 are public companies, attached information that was not used in
23 the trial in order to find that an order from the trial has
24 been violated. Nothing could be further from the truth.

25 So I'd like to start, Your Honor, more completely

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1 with some things that my friend Mr. Dzarnoski indicated he did
2 not understand; and that was the necessity for specific
3 provisions of the order that are violated, the harm suffered or
4 anticipated and the need for a contempt ruling.

5 And it's not that my friend Mr. Dzarnoski doesn't
6 understand those things. Of course he does. He's an extremely
7 accomplished lawyer. It's that his motion seeking to hold the
8 State in contempt doesn't bother to even address them. Doesn't
9 bother to address them. And I'm going to return to that phrase
10 in a second because I think it's important because NOR, they're
11 seeking really to have to end NOR's participation in the
12 cannabis market other than it's one for one.

13 But NOR was fully neglected, wholly neglected by the
14 TGIG plaintiffs throughout the entirety of the case. Not once
15 in the half an hour or 45 minutes that my friend Mr. Dzarnoski
16 spoke did he say in discovery I proved, during the trial I
17 proved. What he said was it could not be, there's no
18 precedent. There's no language in the court's local rules that
19 allow you to find contempt by implication, by assumption.
20 Nothing in this Court's precedent in the Nevada Supreme Court,
21 in the Ninth Circuit, or anywhere else I practice do they allow
22 a Court to find contempt by assumption, by implication.

23 There are no findings of fact in the Court's order
24 that says that Nevada Organic Remedies failed to disclose an
25 owner on Attachment A of its application, and that should be no

1 surprise. Because much like their motion before this Court
2 today, NOR was ignored throughout the case. The TGIG
3 plaintiffs had almost a fetish with the (indiscernible), with
4 (indiscernible). Never did they call NOR as a witness or
5 anyone from NOR. Never did they attempt to argue in closing
6 argument of the case that NOR should be, that the State should
7 be prohibited from conducting a final inspection of NOR, and
8 that is why that language is absent from the Court's order.

9 More to the point, never in the arguments that you
10 heard today, in the papers or even in the supplemental
11 authority do they demonstrate that NOR failed to disclose an
12 owner, and I think it's quite telling that in the materials
13 that they provided to Your Honor, it's true that the effective
14 date of the agreement is between NOR and (indiscernible) of
15 September 4th, but it actually wasn't signed until the 7th in
16 the press release. There is no evidence before Your Honor that
17 any shares were even listed on the Canadian Securities Exchange
18 at that time. And if my friends had bothered to look at the
19 press release that is attached on SEDAR, it shows that they
20 were not listed.

21 But I'd like to come to the Attorney General's e-mail
22 that preceded the preliminary injunction. The Attorney
23 General's e-mail said it could not eliminate a question. It
24 was the TGIG's, plaintiffs', burden in this trial to answer it.
25 So when my friend Mr. Dzarnoski (video interference) the

1 Attorney General's office to answer yes or no, it is his burden
2 of proof, his clients' burden of proof to demonstrate a
3 nondisclosure by NOR. That was what the trial was for.

4 And in all the exhibits, in the hundreds of pages
5 that they attached before Your Honor today, they don't -- those
6 exhibits, even if they were admitted in the trial, because I do
7 not believe they were, they do not show what Mr. Dzarnoski's
8 clients purport them to show, that there were undisclosed
9 owners. They don't even show that those shares were even
10 publicly listed.

11 Your Honor, we have been through this so many times.
12 We were through this when we had the State and the plaintiffs
13 and some of the intervenors entered into a settlement
14 agreement. That was immediately sought to have been enjoined.
15 It was not. Two public bodies approved it. When the State
16 after, and importantly, after the plaintiffs' case in chief,
17 the State filed its notice of removing the entities from
18 Tier 3 after the plaintiffs' case in chief. They moved to
19 strike it. And Your Honor declined to do so.

20 In the permanent injunction, there are no findings of
21 fact against -- demonstrating that NOR on Attachment A of its
22 application didn't disclose its owners. There is nothing in
23 that permanent injunction to support this motion. We'd ask
24 that it be denied.

25 THE COURT: So, Mr. Shevorski, would I be correct in

1 assuming the entire reason that NOR was removed from what you
2 had previously characterized as Tier 3 was based upon the
3 statutory changes in AB533?

4 MR. SHEVORSKI: Not entirely, Your Honor.

5 THE COURT: Tell me what the other reasons -- tell me
6 what the other reasons were.

7 MR. SHEVORSKI: The other reasons were that there had
8 been no evidence that there were undisclosed owners (video
9 interference) the plaintiffs' case in chief had closed nor that
10 the shares of Xanthic were even being traded at the time or
11 even listed.

12 THE COURT: All right. Anything else?

13 MR. SHEVORSKI: No.

14 THE COURT: Okay.

15 MR. SHEVORSKI: We had no evidence before us that
16 could demonstrate that there were undisclosed owners. And also
17 Mr. Gilbert had testified during the trial that NOR's ownership
18 had been approved immediately prior to the application period.
19 And there was no evidence that it would even be possible for
20 NOR to submit a different application. The application was
21 accepted.

22 There was no evidence before the Court or the
23 Department of Taxation or the CCB that NOR had not disclosed.
24 And if there was, we would certainly give NOR the opportunity
25 to cure.

1 But all of those things, Your Honor, were not
2 litigated because they were not (video interference). There
3 was a total absence of proof during the trial.

4 THE COURT: Well, that was because I already granted
5 summary judgment on the issue, Mr. Shevorski.

6 MR. SHEVORSKI: Well, you granted summary judgment on
7 the legal issue, Your Honor --

8 THE COURT: I did.

9 MR. SHEVORSKI: -- with respect to the five
10 several --

11 THE COURT: Absolutely.

12 MR. SHEVORSKI: -- declaratory judgment.

13 THE COURT: That's correct.

14 MR. SHEVORSKI: And I don't mean to interrupt. I
15 apologize.

16 THE COURT: That was when summary judgment was
17 granted, which meant it wasn't part of the trial. I mean, it
18 was part of the trial as an issue that had been decided and was
19 related to the other issues we were trying, but the permanent
20 injunction had been -- summary judgment had been granted
21 several months before we even started the trial.

22 Okay. Anyone else?

23 Mr. Koch?

24 MR. KOCH: Yes, Your Honor. David Koch here from
25 Nevada Organic Remedies.

1 I just will join in the argument there also. It's
2 quite clear the notice that the State filed, as Mr. Shevorski
3 indicated, on August 11th, which was the subject of some
4 motion practice, as the State's -- and it stated clearly in
5 that notice that both GreenMart and NOR did, in fact, list all
6 owners in its application.

7 And the question was the ability to conduct
8 background checks and the changes to -- the background check
9 statutes facilitated the process in doing so. There was no
10 remedy indication or finding that anything other than that was
11 the case, that each of the owners of the applicant were listed,
12 which is what the statute says, and we -- you know, I'm
13 surprised to see this motion frankly because the issue had been
14 addressed, raised on numerous occasions, including our motion
15 to move tiers in connection with the settlement agreement,
16 which the Court said it would not -- it would not be deciding
17 that issue because as it stated in the subsequent motion to
18 strike the notice and the administrative decisions that the
19 State must make, and it's entitled to deference in making that
20 decision, and the statements made in the notice are factually
21 accurate, correct, and certainly there is no contempt based
22 upon what TGIG is raising here --

23 THE COURT: Mr. Koch, can I ask you a question?

24 MR. KOCH: -- Mr. Shevorski --

25 THE COURT: Mr. Koch, in the notice that

1 Mr. Shevorski filed to remove certain entities from Tier 3, it
2 states that NOR was truthful in its application. It described
3 all owners on the application. NOR in its application listed
4 each of its owners, which included GGB Nevada, LLC, that was
5 100 percent owned by Xanthic Biopharma, LLC.

6 Do you believe that to be accurate?

7 MR. KOCH: Yes.

8 THE COURT: Okay. Anybody else?

9 (No audible response.)

10 THE COURT: Anybody else before I go back to
11 Mr. Dzarnoski?

12 MR. CHRISTIANSEN: Your Honor, Pete Christiansen on
13 behalf of Qualcan. I'd just like to join in the opposition of
14 both the State and NOR.

15 THE COURT: Thank you.

16 MR. CHRISTIANSEN: Nothing to add.

17 THE COURT: Anybody else?

18 MR. PARKER: Yeah, Your Honor. This is Teddy Parker.
19 Good morning again.

20 Your Honor, if you have any questions after the
21 hearing, once you've heard from Mr. Shevorski and Mr. Koch,
22 we -- I'm sure all of us (indiscernible) appeared
23 (indiscernible) for this hearing today, and I just wanted to
24 make sure that questions the Court had going back -- before you
25 went back to Mr. Dzarnoski.

1 THE COURT: No. I asked my questions of
2 Mr. Shevorski and Mr. Koch that I think were relevant to the
3 NOR issue, Mr. Parker. Anything else?

4 MR. PARKER: Okay. Well, if we -- I'll just join in
5 the arguments made by both Mr. Koch and Mr. Shevorski about --
6 especially about the information elicited during trial. I
7 don't think -- I don't recall, and I believe that Mr. Shevorski
8 said this. There was nothing ever -- no witness ever brought
9 forward by Nevada Organics to dispute the decisions made by the
10 administrative body, and both the Department of Taxation and
11 the CCB had an opportunity to consider this administrative
12 issue which the Court, of course, refused to stop on the TRO
13 motion that was filed during trial.

14 That's the only thing I would add, Your Honor.

15 THE COURT: Thank you, Mr. Parker.

16 Anyone else wish to join in the opposition?

17 (No audible response.)

18 THE COURT: Mr. Dzarnoski.

19 MR. DZARNOWSKI: Yes, Your Honor, I'll be brief.

20 THE COURT: You have 15 minutes or less.

21 MR. DZARNOWSKI: I'm sorry?

22 THE COURT: 15, 1-5, minutes or less.

23 MR. DZARNOWSKI: Thank you, Your Honor. I won't take
24 15 minutes.

25 You brought up first an important point about the

1 summary judgment. I was going to deal with that, but you
2 already have dealt with it. The reason that there didn't have
3 to be any evidence that was presented was the issue on the
4 5 percent rule had already been determined by summary judgment.

5 Again, I want to emphasize that at this point
6 Mr. Shevorski still didn't answer the one question that I
7 asked, and that is in application RD 216, did Nevada Organic
8 Remedies identify each of the shareholders of Xanthic
9 pharmaceutical? And the answer still is not (indiscernible).

10 And you pointed out quite rightly, again, that in the
11 subsequent notice, trying to remove them or saying they were
12 removing them, that there was a comment about well, yeah, they
13 disclosed their owners because they disclosed that a hundred
14 percent was owned by Xanthic. Well, I believe that this issue
15 was already resolved during the course of summary judgment
16 motion, that it was not sufficient and the statute required
17 more than you to just disclose that a public company where some
18 entity was the owner of the interest, that you had to go
19 further, and you had to look at the natural person, the living
20 human beings that owned the entities.

21 And so the fact that they would say it was a hundred
22 percent owned by Xanthic, doesn't at all comply with the
23 injunctive -- with the orders of the Court. This concept that
24 was floated that Xanthic was not a public company, I am
25 baffled. My Exhibit 4A that I presented to you today, which is

1 the notice of the annual meeting was dated in October of 2018,
2 and we walked through it. We went through the portions where
3 it says (indiscernible) that there's a significant number of
4 shareholders who own it through brokerage houses and through
5 financial intermediaries. So the concept that we haven't
6 established there was a public companies involved, I don't get
7 it. Maybe I am totally missing something because they...

8 Finally, I do want to highlight the fact that in
9 court Exhibit 3, which was the initial certification is an
10 admission by the Department of Taxation. It was an admission
11 that the company was owned by a public company as of September
12 4th. And it's an admission that they didn't know who the
13 owners of that were. They couldn't confirm it.

14 Where is the State now being able to say, when they
15 sent this new notice out saying, hey, we're removing you from
16 Tier 3. Did they say they went in and they analyzed and found
17 out who all of the shareholders were of Xanthic Biopharma? No,
18 they didn't. They didn't because it's impossible.

19 If you don't have any other questions, Your Honor, I
20 have nothing further to add.

21 THE COURT: Thank you.

22 The motion --

23 UNIDENTIFIED SPEAKER: Your Honor.

24 THE COURT: The order to show cause is denied.

25 The NOR and the statement filed by the State removing

1 them from Tier 3 specifically indicates that NOR in its
2 original application listed each of its owners, which included
3 GGB Nevada, LLC.

4 UNIDENTIFIED SPEAKER: I'm sorry. Could somebody put
5 on mute. I didn't hear that --

6 THE COURT: Hey, guys. Can you put me on mute, all
7 of you, please.

8 MR. MAUPIN: (Indiscernible.)

9 THE COURT: Justice Maupin, put me on mute, please.

10 MR. MAUPIN: (Video interference) to the Cannabis
11 Compliance Board on July 1, 2020. NRS 678B.200
12 (indiscernible) --

13 THE MARSHAL: Excuse me. Can everyone please put us
14 on mute?

15 THE COURT: Justice Maupin, are you still arguing?

16 MR. MAUPIN: -- and overall, the background check
17 (indiscernible) requirement (indiscernible). And I would point
18 out (indiscernible) on the --

19 THE COURT RECORDER: I don't know what's going on.

20 THE MARSHAL: Is he talking to us?

21 THE COURT RECORDER: I have no idea. It's not coming
22 across though.

23 MR. MAUPIN: (Indiscernible) savings clause
24 (indiscernible) constituent parts.

25 THE MARSHAL: I don't think he's talking to us.

1 MR. MAUPIN: (Indiscernible) Chapter 453A and 453D of
2 NRS. Governmental licensing and regulation of marijuana
3 establishments (indiscernible) by the Cannabis Compliance Board
4 or it's constituent parts on or after July 1, 2020. After
5 (indiscernible) hearing on the motions to reconsider during
6 summary judgment, they went through the application in its
7 entirety, and essentially what they're trying to do is to apply
8 that there are statutes to an original application, for
9 example.

10 So with that we would submit.

11 THE COURT: Thank you.

12 The order to show cause is denied. In the filing the
13 State made to remove NOR and others from Tier 3, it stated that
14 NOR in its application listed each of its owners, which
15 included GGB Nevada, LLC, that was 100 percent owned by Xanthic
16 Biopharma, LLC, an entity listed on the Canadian Securities
17 Exchange.

18 The State has made a determination that NOR provided
19 all of the information and was truthful in its application. I
20 am not going to disturb that decision.

21 Thank you. Be well, everyone. Goodbye.

22 (Proceedings concluded at 10:51 a.m.)

23 / / /

24 / / /

25 / / /

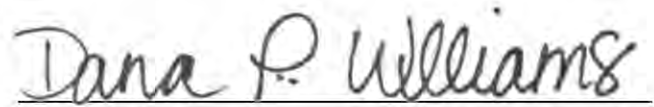
CERTIFICATION

I DO HEREBY CERTIFY THAT I HAVE TRULY AND CORRECTLY TRANSCRIBED THE AUDIO/VIDEO PROCEEDINGS IN THE ABOVE-ENTITLED CASE TO THE BEST OF MY ABILITY.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

DANA L. WILLIAMS
LAS VEGAS, NEVADA 89183

A handwritten signature in cursive script that reads "Dana L. Williams". The signature is written in dark ink and is positioned above a horizontal line.

DANA L. WILLIAMS, TRANSCRIBER

08/11/2021

DATE

	3rd [1] 12/3	22/18 24/10 24/11	5/12 16/2 22/11	B
MR. CHRISTIANSEN:	4	admission [3] 26/10	applicant's [1] 4/16	back [6] 3/3 12/7 15/21
[2] 23/12 23/16	45 [2] 7/1 17/15	26/10 26/12	applicants [1] 4/3	23/10 23/24 23/25
MR. DZARNOWSKI:	453A [2] 13/15 28/1	admitted [1] 19/6	application [27] 3/20	background [3] 22/8
[10] 3/9 3/12 3/15 6/21	453D [3] 13/15 14/2	adoption [1] 12/3	4/20 5/3 6/4 6/5 6/7	22/8 27/16
13/4 13/6 13/8 24/19	28/1	advice [1] 7/3	8/16 9/25 11/9 12/8	baffled [1] 25/25
24/21 24/23	453D.200 [3] 3/22 4/5	AFFIRM [1] 29/9	13/23 16/3 17/25 19/22	ballot [1] 14/4
MR. KOCH: [3] 21/24	5/6	AFFIRMATION [1] 29/7	20/18 20/20 20/20 22/6	based [2] 20/2 22/21
22/24 23/7	46 [3] 6/15 7/1 7/2	after [8] 8/24 13/21	23/2 23/3 23/3 25/7	batch [1] 6/24
MR. MAUPIN: [5] 27/8	4A [1] 25/25	19/16 19/16 19/18	27/2 28/6 28/8 28/14	Bates [4] 5/22 6/15
27/10 27/16 27/23 28/1	4th [7] 4/24 5/13 5/24	23/20 28/4 28/4	28/19	6/25 8/21
MR. PARKER: [2]	6/3 8/11 18/15 26/12	again [3] 23/19 25/5	applies [1] 15/19	be [21] 3/11 3/13 6/6
23/18 24/4	5	25/10	apply [1] 28/7	10/2 11/8 11/16 12/25
MR. SHEVORSKI: [9]	5 percent [2] 9/17 25/4	against [2] 13/23 19/21	approval [1] 12/6	13/25 16/24 17/17
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17/12 22/10 25/17</p> <p>Thank [11] 3/15 6/21 13/7 16/7 16/14 23/15 24/15 24/23 26/21 28/11 28/21</p> <p>that [221]</p> <p>that's [7] 9/22 10/1 14/5 14/23 15/6 21/13 24/14</p> <p>their [14] 5/25 7/9 7/10 7/15 10/5 10/6 12/6 12/17 14/18 14/22 15/7 16/3 18/1 25/13</p> <p>them [14] 5/11 8/3 9/24 10/2 10/7 14/15 15/6 15/7 17/8 17/9 19/8 25/11 25/12 27/1</p> <p>then [6] 3/6 3/23 5/20 9/12 14/19 15/22</p> <p>THEODORE [1] 2/4</p> <p>there [38]</p> <p>there's [4] 8/25 17/17 17/18 26/3</p> <p>these [4] 7/14 8/2 13/1 14/5</p> <p>they [53]</p> <p>they're [4] 15/16 15/18 17/10 28/7</p> <p>thing [1] 24/14</p> <p>things [3] 17/1 17/6 21/1</p> <p>think [8] 6/5 16/15 16/20 17/10 18/12 24/2 24/7 27/25</p> <p>thinking [1] 3/5</p> <p>this [31]</p> <p>thoroughly [3] 12/21 12/22 15/2</p> <p>those [6] 12/9 14/12 17/6 19/5 19/9 21/1</p> <p>though [1] 27/22</p> <p>thought [1] 16/16</p> <p>through [10] 10/23 10/23 14/17 19/11 19/12 26/2 26/2 26/4 26/4 28/6</p> <p>throughout [2] 17/14 18/2</p> <p>thus [1] 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<p>R</p> <p>raised [1] 22/14</p> <p>raising [1] 22/22</p> <p>rather [1] 16/20</p> <p>RD [2] 10/19 25/7</p> <p>RD 216 [1] 10/19</p> <p>RD216 [4] 3/20 3/25 6/5 10/11</p> <p>RE [1] 1/6</p> <p>reach [1] 12/7</p> <p>really [2] 14/13 17/11</p> <p>reason [2] 20/1 25/2</p> <p>reasons [3] 20/5 20/6 20/7</p> <p>recall [4] 4/6 7/20 7/25 24/7</p> <p>recognize [1] 8/5</p> <p>reconsider [1] 28/5</p> <p>reconsideration [4] 12/15 12/17 12/21 12/25</p> <p>record [1] 12/24</p> <p>RECORDED [1] 1/24</p> <p>RECORDER [1] 1/24</p> <p>recording [3] 5/19 10/21 10/21</p> <p>records [1] 11/10</p> <p>reference [1] 13/2</p> <p>referred [1] 7/11</p> <p>refused [1] 24/12</p> <p>regarding [2] 4/8 4/15</p> <p>registered [1] 7/18</p> <p>regulation [2] 13/16 28/2</p> <p>reinforce [1] 5/14</p> <p>related [2] 3/25 21/19</p> <p>release [2] 18/16 18/19</p> <p>relevant [1] 24/2</p> <p>remaining [1] 7/13</p> <p>remains [1] 13/19</p> <p>remands [1] 15/21</p> <p>Remedies [9] 3/21 5/4 5/24 9/24 10/18 14/8 17/24 21/25 25/8</p> <p>remedy [2] 15/6 22/10</p> <p>remotely [1] 6/6</p> <p>remove [3] 23/1 25/11 28/13</p> <p>removed [1] 20/1</p> <p>removing [4] 19/17 25/12 26/15 26/25</p> <p>reply [1] 16/6</p> <p>report [1] 9/16</p> <p>REPORTING [1] 1/25</p> <p>represent [2] 10/13 10/22</p>	<p>S</p> <p>said [4] 17/17 18/23 22/16 24/8</p> <p>savings [3] 13/9 13/22 27/23</p> <p>say [9] 5/2 5/9 5/11 12/5 14/5 17/16 25/21 26/14 26/16</p> <p>saying [2] 25/11 26/15</p> <p>says [6] 9/1 9/3 14/18 17/24 22/12 26/3</p> <p>score [1] 7/24</p> <p>second [7] 3/23 6/16 6/17 6/24 10/9 14/20 17/10</p> <p>section [6] 7/2 7/7 7/13 13/10 13/11 13/11</p> <p>Section 240 [1] 13/11</p> <p>Section 243 [1] 13/11</p> <p>securities [4] 9/14 9/15 18/17 28/16</p> <p>SECURITY [1] 29/10</p> <p>SEDAR [4] 5/18 5/18 5/21 18/19</p> <p>see [3] 1/15 9/1 22/13</p> <p>seeking [2] 17/7 17/11</p> <p>sending [1] 3/6</p> <p>sent [2] 4/10 26/15</p> <p>sentence [1] 7/5</p> <p>September [14] 4/24 5/13 5/24 6/3 6/7 6/7 8/5 8/10 10/1 11/1 12/3 16/4 18/15 26/11</p> <p>September 2018 [1] 10/1</p> <p>September 4th [1] 18/15</p> <p>set [1] 7/6</p> <p>settlement [3] 15/13 19/13 22/15</p> <p>several [3] 16/21 21/10</p>	<p>State [25] 3/12 4/7 5/8</p>	<p>T</p> <p>take [1] 24/23</p> <p>taken [3] 11/24 13/13 13/19</p> <p>taking [1] 15/13</p> <p>talk [1] 7/21</p> <p>talking [2] 27/20 27/25</p> <p>TAX [1] 29/10</p> <p>Taxation [8] 3/3 4/14 5/1 13/14 15/25 20/23</p>	

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<p>U</p> <p>ultimately [1] 12/9</p> <p>under [1] 10/17</p> <p>underneath [2] 8/25 9/2</p> <p>understand [4] 12/1 15/2 17/2 17/6</p> <p>understanding [1] 15/19</p> <p>undisclosed [3] 19/8 20/8 20/16</p> <p>United [1] 9/14</p> <p>until [1] 18/15</p> <p>up [4] 6/11 9/23 12/14 24/25</p> <p>upon [3] 5/8 20/2 22/22</p> <p>us [6] 15/10 20/15 23/22 27/13 27/20 27/25</p> <p>use [3] 5/19 6/23 16/20</p> <p>used [1] 16/22</p> <p>V</p> <p>vast [1] 8/1</p> <p>VEGAS [2] 3/1 29/12</p> <p>very [2] 7/4 11/15</p> <p>video [8] 3/18 13/24 14/25 18/25 20/8 21/2 27/10 29/4</p> <p>violate [1] 14/3</p>				

EXHIBIT 1

Steve Sisolak, *Governor*
Tyler Klimas, *Executive Director*



Hon. Michael Douglas, *Chair*
Dennis Neilander, *Member*
Jerrie Merritt, *Member*
Riana Durrett, *Member*
Dr. Bryan Young, *Member*

MEETING NOTICE AND AGENDA

In compliance with the Governor's Emergency Directive #006, dated March 22, 2020, the Nevada Cannabis Compliance Board (the "Board") Meeting will be conducted by means of electronic communication. The public may access the meeting at the time noticed herein by live stream link located at: <https://ccb.nv.gov/public-meetings/> and may submit public comment via email only as set forth below in the Public Notice section.

October 20, 2020
9:00 a.m.

Call to Order

Roll Call

- I. Public Comment
- II. Meeting Minutes
 - A. Consideration for Approval of the September 22, 2020 Cannabis Compliance Board Meeting Minutes (for possible action)
- III. Introduction of Board Members (for discussion only)
- IV. Consent Agenda
 - A. Complaints
 - 1. Approval of Service of Complaint - Licensee A (for possible action)
 - 2. Approval of Service of Complaint - Licensee B (for possible action)
- V. Request for Transfer of Interest
 - A. Wellness & Caregivers of Nevada NLV, LLC (C102, RC102, P049, RP049) (for possible action)
 - B. Wellness & Caregivers of Nevada II, LLC (C118, RC118, T089) (for possible action)
 - C. CPCM Holdings, LLC; Cheyenne Medical RD598, LLC; Lone Mountain Partners, LLC (RD598) (for possible action)
 - D. MJ Distributing C201, LLC (C201, RC201); MJ Distributing P132, LLC (P132, RP132); Vireo Health International, Inc. (for possible action)
- VI. Consideration of Proposed Settlement Agreements to Resolve Disciplinary Action
 - A. Cannabis Compliance Board vs. Nevada Wellness Center, LLC (Case No. 2020-006) (for possible action)
 - B. Cannabis Compliance Board vs. MM Development Company LLC (Case No. 2020-007) (for possible action)
 - C. Cannabis Compliance Board vs. NV Green, Inc. (Case No. 2020-010) (for possible action)
 - D. Cannabis Compliance Board vs. Kynd-Strainz, LLC (Case No. 2020-011) (for possible action)
 - E. Cannabis Compliance Board vs. Blossum Group, LLC (Case No. 2020-012) (for possible action)

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- VII. Consideration of Proposed Amendments and/or Additions to the Nevada Cannabis Compliance Board Regulations
 - A. 5.110 Requirements for transfer of all or a portion of ownership interest; reimbursement of costs to Board; notice to Board; disclosure of facts pertaining to representative capacity of certain persons to Board; permission of Board required for registering certain information in the books and records of the cannabis establishment; investigation (for possible action)
 - B. 5.112 Procedures for waiving requirements of NCCR 5.110 regarding any transfer of ownership of less than 5 percent (for possible action)
 - C. 5.125 Policies and procedures for waiving requirement to obtain a cannabis agent registration card for any owner, officer and board member who holds an ownership interest of less than 5 percent (for possible action)
 - D. 5.127 When a publicly traded company must give an updated list of owners to the Board (for possible action)
 - E. 6.072 Training and instruction required before agent may begin work or service as volunteer (for possible action)
 - F. 6.140 Demographic information within the cannabis industry (for possible action)
- VIII. Disposition of Pending Matters
 - A. Case No.: 2020-4 – Findings of Fact, Conclusions of Law and Final Decision regarding Complaint for Disciplinary Action Against Brian Padgett (for discussion only)
- IX. Approvals and Resolutions
 - A. Notice of Final Licensure
 - 1. Caliente Development Company, LLC (RC199 and RP130) (for discussion only)
 - 2. Nevada Organic Remedies, LLC (RD 216) (for discussion only)
 - 3. Acres Medical, LLC (T012) (for discussion only)
- X. Briefing to the Board from the Executive Director (for discussion only)
- XI. Next Meeting Date: November 17, 2020 (for discussion only)
- XII. Items for Future Agendas (for discussion only)
- XIII. Public Comment
- XIV. Adjournment

Public Notice

The public is hereby noticed that items on this agenda are stacked. Items may be taken out of order, two or more agenda items may be combined for consideration, and/or at any time an agenda item may be removed from the agenda or discussion delayed.

The Cannabis Compliance Board (CCB) will take public comment on any matters within its jurisdiction, control, or advisory power. The Board is not permitted to deliberate or take action on any items raised during the public comment period until the matter itself has been specifically included on an agenda as an item upon which action may be taken by the Board. Comments by the public should be emailed to CCBmeetings@ccb.nv.gov by 9:00 p.m. the day before the scheduled meeting and include the commenter's full name. Written public comment received after 9:00 p.m. the day before (or during the open meeting) will be included in the record as reasonable, in accordance with Governor's Directive #006 as applicable by Directive #029. Board members will be provided with all public comments and will have the opportunity to review all emailed comments prior to or during the public comment periods noticed in this agenda. Public comment text may be read into the record; therefore, the public comment may be limited to three minutes as a reasonable time, place, and manner restriction, but may not be limited based upon viewpoint. Content may be redacted due to inappropriate language. All written public comments shall, in their entirety, be included as part of the public record. In the event of technical difficulties receiving public comment during the meeting, all such comments will become part of the public record and available after the meeting.

We are pleased to make reasonable accommodations for members of the public who are disabled and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify the Cannabis Compliance Board in writing at Cannabis Compliance Board, 555 E. Washington Ave. Suite 4200, Las Vegas, Nevada 89101 or by calling 702-486-8241 as soon as possible.

This agenda has been posted on the official website of the State of Nevada at <https://notice.nv.gov>, pursuant to NRS 232.2175; and on the Cannabis Compliance Board's website at <https://ccb.nv.gov>.

In the event there are supporting materials available for items on this agenda, such materials will be produced upon request pursuant to NRS 241.020(7) and (8) by submitting a request via email to the Executive Assistant, Amber Virkler at CCBmeetings@ccb.nv.gov. Supporting materials may also be available at the Cannabis Compliance Board's website at <https://ccb.nv.gov/public-meetings/>.

EXHIBIT 2



XANTHIC BIOPHARMA INC. (formerly Aurquest Resources Inc.)
MANAGEMENT DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED JUNE 30, 2018

MANAGEMENT DISCUSSION AND ANALYSIS

Xanthic Biopharma Inc. (formerly Aurquest Resources Inc.) (“Xanthic” or the “Company” or the “Corporation”) was incorporated under Ontario Business Corporations Act. Xanthic was acquired by Xanthic Biopharma Limited in a reverse takeover transaction completed on December 15, 2017. The Company’s principal business activity is the licensing of technology to produce non-combustible medical cannabis products. The Company is in the development stage and has not yet earned any revenues and is focused on developing innovative non-combustible alternative delivery methods of cannabis infused products. Xanthic is a premium cannabinoid brand offering scientifically proven relief through easy, innovative, and contemporary methods. The Corporation’s registered office is 77 King St. West Suite 2905, Toronto, Ontario, M5K 1H1.

This Management’s Discussion and Analysis (“MD&A”) has been prepared with an effective date of September 13, 2018 and provides an update on matters discussed in, and should be read in conjunction with the Corporation’s audited financial statements, including the notes thereto, as at and for year ended June 30, 2018 (the “2018 Audited Consolidated Financial Statements”), which have been prepared using International Financial Reporting Standards (“IFRS”). All amounts are in Canadian dollars unless otherwise specified. Tabular dollar amounts, unless otherwise specified, are in dollars, except for per unit or per share amounts. This MD&A contains forward looking statements that are based on certain estimates and assumptions and involve risks and uncertainties. Actual results may vary materially from management’s expectations. See the “Caution Concerning Forward Looking Statements” section in this MD&A.

CAUTION CONCERNING FORWARD-LOOKING STATEMENTS

Certain statements in this MD&A may contain “forward-looking information,” within the meaning of applicable securities laws, including the “safe harbour provisions” of the Securities Act (Ontario) with respect to the Company. Such statements include, but are not limited to, statements with respect to expectations, projections, or other characterizations of future events or circumstances, and our objectives, goals, strategies, beliefs, intentions, plans, estimates, projections and outlook, including statements relating to our plans and objectives, or estimates or predictions of actions of customers, suppliers, competitors or regulatory authorities. These statements are subject to certain risks, assumptions and uncertainties that could cause actual results to differ materially from those included in the forward-looking statements. The words “believe”, “plan”, “intend”, “estimate”, “expect”, or “anticipate”, and similar expressions, as well as future or conditional verbs such as “will”, “should”, “would”, and “could” often identify forward-looking statements. We have based these forward-looking statements on our current views with respect to future events and financial performance. With respect to forward looking statements contained in this MD&A, the Corporation has made assumptions and applied certain factors regarding, among other things: future product pricing; costs of inputs; its ability to market products successfully to its anticipated clients; reliance on key personnel; the regulatory requirements; the application of federal and state environmental laws; and the impact of increasing competition. These forward-looking statements are also subject to the risks and uncertainties discussed in the “Risks Factors” section of the CSE listing Statement as filed on SEDAR and elsewhere in this MD&A and other risks detailed from time to time in the publicly filed disclosure documents of the Corporation which are available at www.sedar.com. Forward-looking statements are not guarantees of future performance and involve risks, uncertainties, and assumptions which could cause actual results to differ materially from the conclusions, forecasts, or projections anticipated in these forward-looking statements. Because of these risks, uncertainties, and assumptions, the reader should not place undue reliance on these forward-looking statements. The Corporation’s forward-looking statements are made only as of the date of this MD&A, and except as required by applicable law, the Corporation undertakes no obligation to update or revise these forward-looking statements to reflect new information, future events or circumstances.

GOING CONCERN ASSUMPTION AND EARLY STAGE CORPORATION

The Corporation was incorporated March 15, 2017. The Corporation's ability to continue as a going concern is dependent upon the ability to raise the necessary capital to finance development the Corporation's business strategy of a premium cannabinoid brand offering scientifically proven relief through easy, innovative, and contemporary non-combustible methods. The 2018 Audited Consolidated Financial Statements do not give effect to any adjustments which would be necessary should the Corporation be unable to continue as a going concern and therefore be required to realize its assets and discharge its liabilities in other than the normal course of business. The amounts the Corporation may realize on the disposition of its assets or the discharging of its liabilities in other than the normal course of its business may be significantly different than the carrying value of these assets and liabilities as reflected in the 2018 Audited Consolidated Financial Statements.

OVERVIEW OF THE CORPORATION

Description of Business

Xanthic, through its wholly-owned operating subsidiary, Xanthic Biopharma Limited, provides valuable intellectual property to cannabis industry participants, enabling its strategic partners to produce high quality, innovative, non-combustible cannabis and cannabis-infused products. Using a proprietary process, Xanthic empowers its strategic partners to deliver superior cannabinoid solubility, improved bioavailability, accurate micro-dosing, and greater consistency versus competitive infused products. Through its investment in Xanthic Beverages, Xanthic has access to non-cannabis derived CBD-infused products that qualify for distribution outside of the cannabis dispensary network and into mainstream retail. Both business streams are capital-light, utilizing the existing infrastructure of strategic partners to reduce the capital investment required by Xanthic.

Recent Developments

Subsequent to June 30, 2018, on July 16, 2018 **Xanthic and Green Growth Brands Ltd. ("GGB") announced** they have entered into an arm's length business combination agreement (as amended by agreement between Xanthic and GGB dated August 30, 2018, the **"Definitive Agreement"**) dated July 13, 2018 to combine Xanthic and GGB by way of amalgamation (the **"Amalgamation"**) between GGB and a wholly-owned subsidiary of Xanthic (**"Subco"**) to form one company as a wholly-owned subsidiary of Xanthic (the **"Business Combination"**).

GGB is a lifestyle oriented, consumer products company that celebrates health, wellness and happiness. GGB is focused on the medicinal and recreational cannabis sector in both the United States and Canada and is the parent company of the CAMP brand. GGB is led by the widely-renowned retailer Peter Horvath. The **Business Combination represents the initial step in GGB's strategy to grow its international footprint, through partnerships with cannabis cultivators and processors across Canada and the United States. While GGB's principal focus will be to build a retail network, it will leverage Xanthic's expertise in the science of tetrahydrocannabinol ("THC") and cannabidiol ("CBD"), the two key active ingredients in cannabis.**

Following completion of the Business Combination, current shareholders of GGB will hold approximately 86% of the common shares (the **"Resulting Issuer Shares"**) of the resulting issuer (the **"Resulting Issuer"**) (excluding any Resulting Issuer Shares that become issuable pursuant to the terms of GGB's private placement of convertible debentures (the **"Debenture Private Placement"**) and any subsequent GGB private placement of subscription receipts (the **"Subscription Receipt Private Placement"**)). It is anticipated that the Resulting Issuer may operate under the name **"Green Growth Brands Ltd."** after effecting a name change (the **"Name Change"**) with the Resulting Issuer Shares listed and posted for trading on the Canadian Securities Exchange (the **"Exchange"** or the **"CSE"**). Xanthic anticipates filing a management information circular or listing statement (the **"Disclosure Document"**) detailing certain matters relating to the Business Combination and other related matters to be mailed to Xanthic shareholders. **Trading in the common shares of Xanthic (the "Xanthic Shares") will be halted as a result of this announcement and will remain halted until the resumption of trading is approved by the Exchange. If completed, the Business Combination will constitute a fundamental change of Xanthic (as such term is defined in the CSE's policies and procedures manual).**

Assuming the satisfaction of customary closing conditions, including the approval of Xanthic's shareholders, the Business Combination is expected to close in the fourth quarter of this year.

Xanthic and GGB also announced **that GGB Nevada LLC ("GGB Nevada"), a wholly-owned subsidiary of Xanthic has entered into a purchase agreement (the "NOR Agreement") dated July 13, 2018 with Nevada Organic Remedies LLC ("NOR") and its members ("NOR Members") pursuant to which it will acquire (the "NOR Acquisition") 100% of the outstanding membership interests of NOR for aggregate consideration of US\$56,750,000 payable by a combination of cash and a promissory note.** On July 16, 2018, Xanthic borrowed US\$2,000,000 from GGB pursuant to a promissory note with a due date of December 1, 2018 and bears interest at a rate of 6% per annum and on July 17, 2018, Xanthic advanced the proceeds of the loan to GGB Nevada which in turn made a payment of US\$2,000,000 to NOR as a deposit on the NOR Agreement. NOR is a vertically integrated medical and retail marijuana company based in Las Vegas, Nevada holding four Nevada marijuana licenses (dispensary, cultivation, production and distribution). Additionally, NOR produces a line of high quality medical and recreational products under the name 8|fold.

Further, on September 5, 2018, Xanthic borrowed an additional US\$30,347,500 from GGB pursuant to the terms of **a loan agreement (the "Loan Agreement") dated August 30, 2018.** The proceeds of the loan were subsequently advanced by Xanthic to GGB Nevada, which in turn used the proceeds to make the initial cash payment required pursuant to the NOR Agreement in connection with the closing of the NOR Acquisition. In addition, on closing of **the NOR Acquisition, GGB Nevada delivered to the NOR Members a secured promissory note (the "Purchase Note") in the principal amount of US\$21,565,000. The Purchase Note matures on March 3, 2019 and bears interest at 6% per annum and is fully secured by general security interest over the assets of NOR.** The Loan Agreement matures on the date that is 180 days from September 5, 2018, bears interest at 12% per annum and has been secured by a pledge over the shares of GGB Nevada. The balance of US\$2,715,000 owing to the NOR Members will be satisfied by the issuance of common shares of the resulting issuer following completion of the Business Combination.

The Business Combination

Subject to the terms of the Definitive Agreement, Subco and GGB will complete the Amalgamation and the **amalgamated corporation ("Amalco") will continue under the name "Green Growth Brands (Ontario) Ltd."** Amalco will be a direct wholly-owned subsidiary of the Resulting Issuer. All of the property and assets of each of Subco and GGB will become the property and assets of Amalco and Amalco will be liable for all of the liabilities and obligations of each of Subco and GGB.

As of the July 16, 2018, Xanthic had 57,046,547 Xanthic Shares outstanding together with Xanthic convertible securities entitling the holders thereof to acquire a further 3,876,000 Xanthic Shares. As of the July 16, 2018, GGB had **92,000,002 GGB common shares ("GGB Shares") outstanding and** no outstanding convertible securities. Pursuant to the terms of the Definitive Agreement, GGB may issue up to an additional 9,200,000 GGB Shares (or convertible securities, or the equivalent) prior to closing of the Business Combination. Based on the foregoing, Xanthic will, subject to the receipt of all regulatory approvals, including the approval of its shareholders to certain items of special business and the Exchange, (i) combine with GGB pursuant to the Definitive Agreement such that all of the issued and outstanding GGB Shares will be acquired, and as consideration, Xanthic will issue to holders of GGB Shares, on a 3.394-for-one basis, **346,150,835 Xanthic Shares (the "Consideration Shares") , in exchange for** the then issued and outstanding GGB Shares (which for greater certainty excludes the GGB Shares to be issued under the Subscription Receipt Private Placement and the Debenture Private Placement (as such terms are defined below)); and (ii) reorganize its share structure and consolidate all of the issued and outstanding Xanthic Shares (including the Consideration Shares) on the basis of approximately 4.07 pre-consolidation Xanthic Shares for one (1) post-consolidation Resulting Issuer Share (the "Consolidation").

In the event that GGB terminates the Definitive Agreement, other than as a result of a breach of representation or warranty or non-performance by Xanthic, GGB shall pay Xanthic a break fee in the aggregate amount of \$250,000 and reimburse Xanthic for the full extent of its US legal fees, a portion of its Canadian legal fees, travel costs and other reasonable expenses incurred in connection with the Business Combination.

Resulting Issuer

The following table sets forth the pro forma capitalization of the Resulting Issuer after giving effect to the Business Combination and the Consolidation but prior to giving effect to the Subscription Receipt Private Placement and the Debenture Private Placement:

Equity (Resulting Issuer Shares)	Shares⁽¹⁾ (#)	Shares⁽²⁾ (%)
Held by current GGB Shareholders	85,034,014	85.9%
Held by current Xanthic Shareholders that are insiders of Xanthic	1,487,036	1.5%
Held by current Xanthic Shareholders that are <u>not</u> insiders of Xanthic	12,526,788	12.6%
Total	99,047,838	100%

(1) Does not give effect to exercise and/or conversion of issued and outstanding Xanthic convertible securities.

(2) Expressed on a non-diluted basis.

To the knowledge of the prospective directors and executive officers of the Resulting Issuer, no person or company beneficially will own, or control or direct, directly or indirectly, Resulting Issuer Shares carrying in excess of 10% of the voting rights attached to all outstanding Resulting Issuer Shares, other than All Js Greenspace LLC, a company controlled by three individual family trusts, which is expected to own 33,971,923 Resulting Issuer Shares, representing a 34.3% ownership stake in the Resulting Issuer prior to giving effect to the Subscription Receipt Private Placement and the Debenture Private Placement.

Board of Directors and Management

Subject to Exchange approval, the board of directors and management of Xanthic was reconstituted on July 16, 2018 with the following individuals:

- Jean Schottenstein (Director)
- Peter Horvath (Director)
- Steve Stoute (Director)
- Carli Posner (Director)
- Marc Lehmann (Director)
- Tim Moore (Director and Chief Executive Officer)
- Gary Galitsky (Director and President)
- David Bhumgara (Chief Financial Officer)

It is currently expected that the board of directors and management of the Resulting Issuer will be the aforementioned individuals.

Conditions of Completion

Completion of the Business Combination is subject to a number of conditions, including, but not limited to, Exchange acceptance. Where applicable, the Business Combination cannot close until the required shareholder approval is obtained. There can be no assurance that the Business Combination will be completed as proposed, or at all.

The remaining conditions to completion of the Business Combination include, but are not limited to:

- The approval of GGB shareholders of the Amalgamation, the approval of Xanthic shareholders of the Amalgamation, the Name Change and the Consolidation, and other matters to be more fully described in the Disclosure Document, and the approval and acceptance of the Exchange;
- Xanthic will have at least \$400,000 of working capital (net of expenses relating to the completion of the Amalgamation); and
- The Resulting Issuer being in compliance with the initial listing requirements of the Exchange.

Background

Aurquest Resources Inc. which was formed by an amalgamation of Rampart Mercantile Inc. and North American Store Finance Ltd. back in November 1, 2000. Previous to the amalgamation, the Corporation was initially incorporated in province of British Columbia on November 18, 1968, then continued into Ontario on November 24, 1999 prior to amalgamation with North American Store Finance Ltd. on November 1, 2000.

On December 15, 2017 Xanthic Biopharma Limited acquired via a reverse takeover transaction Aurquest Resources Inc. Pursuant to the Definitive Agreement, Aurquest acquired all of the issued and outstanding common shares of Xanthic Biopharma Limited from the Xanthic Shareholders. As of the date of closing, there was 37,252,000 issued and outstanding Xanthic Shares, inclusive of 10,252,000 Xanthic Shares issued at a price of \$0.125 per share pursuant to a non-brokered private placement of Xanthic (the "Xanthic Private Placement") which closed December 13, 2017. In exchange for the Xanthic Shares, Aurquest issued a total of 298,016,000 Aurquest Shares at a ratio of eight (8) Aurquest Shares for each one (1) Xanthic Share (the "Exchange Ratio") at a deemed price of \$0.01563 per Aurquest Share, resulting in a reverse take-over of Xanthic by Aurquest (the "RTO Transaction"). **Aurquest had 51,668,184 shares outstanding. The RTO Transaction resulted in the Company having approximately 349,684,184 common shares. On closing of the RTO Transaction, the Aurquest shareholders had 51,668,184 shares (14.78%), the existing Xanthic shareholders hold 216,000,000 Aurquest shares (61.77%), and the purchasers in the Xanthic Private Placement hold 82,016,000 Aurquest shares (23.45%).**

On February 16, 2018, the shareholders of Aurquest Resources Inc. voted in favour of the following: 1) consolidation of the common shares of the Corporation on an eight for one basis; 2) name change from Aurquest Resources Inc. to Xanthic Biopharma Inc.; 3) the election of directors, 4) appointment of auditors, 5) approving a 10% rolling stock option plan; and 6) adoption of new bylaws. The Corporation effected the name change and share consolidation on February 26, 2018, at which time the outstanding common shares were reduced to 55,710,547. **Subsequent to the quarter end of March 31, 2018, on April 19, 2018 the Corporation's common shares commenced trading on the Canadian Securities Exchange ("CSE") under the stock ticker symbol XTHC.**

On March 21, 2018, the Corporation completed its purchase of 45% interest in Xanthic Beverages USA LLC (previously Avitas CBD Water LLC "Xanthic Beverages") for USD\$600,000, USD\$300,000 was due on signing and balance due when Xanthic Beverages issues its second purchase order for bottling with a co-packer. In addition, if Xanthic Beverages achieves a minimum market penetration of 100 retailers or sales throughput of 380,000 units, at the option of the Corporation, the Corporation has a contingent consideration payable of USD\$150,000 or 600,000 common shares of the Corporation. The Corporation has assigned a 50% probability at June 30, 2018 that the contingent consideration payable will occur. Xanthic Beverages uses CBD isolate derived from non-hemp, non-cannabis source for use in water beverages sold both within and outside the licensed dispensary universe.

Further, the Corporation has an option for 24 months to acquire a further 6% interest in Xanthic Beverages bringing its ownership to 51% and therefore control for an additional \$300,000 worth of shares in the Corporation based on the 60 day average price at the time of the exercise.

Corporate Outlook and Strategy

The Corporation is in its infancy, as previously noted, however the Corporation's business strategy is to be a premium cannabinoid brand offering scientifically proven relief through easy, innovative, and contemporary non-combustible methods.

The Corporation's **strategy** will be focused initially in certain states in the United States where cannabis has been legalized for recreational or medical use. The Corporation will partner with local licensed cannabis producers in each state in order to facilitate its roll out and minimize capital needs.

The Corporation's product offering will initially include cannabis infused powder beverage mixes such as a fruit drink, a rescue drink, an energy drink, hot chocolate and a protein drink, with first production planned in the third calendar quarter of 2018.

Through its equity investment in Xanthic Beverages, the Corporation plans to assist Xanthic Beverages with branding and distribution of the Xanthic CBD Water broadly through an extensive retail network using third party **bottler's distribution network**, independent local grocery and other retail locations in the states of Oregon, Washington and California.

Overall Financial Performance

As previously discussed, the Corporation incorporated March 15, 2017 and has no revenue from operations. Below is a summary of the Corporation financial performance for the year ended June 30, 2018. During the year ended June 30, 2018 the Corporation had a net loss from operations of \$2,829,225. Included in yearend results from operations are listing fees in connection with the RTO completed with Aurquest Resources Inc. of \$918,054.

For the year ended	June 30, 2018	June 30, 2017
Revenue	\$ -	\$ -
Net loss from operations	2,829,225	101,541
Net Loss per share	\$ 0.08	\$ 0.04

RTO Transaction

On December 15, 2017, the Company entered into a definitive agreement with Xanthic Biopharma Limited (**"Xanthic"**). Pursuant to the definitive agreement the Company acquired all the issued and outstanding common shares of Xanthic (the **"Xanthic Shares"**) from the Xanthic shareholders. At the date of closing on the definitive agreement there were 37,252,000 Xanthic Shares issued and outstanding, inclusive of 10,252,000 Xanthic Shares issued at a price of \$0.125 per Xanthic Share pursuant to a non-brokered private placement. In exchange for the Xanthic Shares, the Company issued 298,016,000 common shares in the Company at a ratio of eight Company shares for each Xanthic Share at a deemed price of \$0.015625 per Company share, resulting in a reverse takeover of the Company by Xanthic shareholders.

The Company had 51,668,184 common shares outstanding prior to the completion of the RTO. On closing of the RTO there are 349,684,184 common shares outstanding of which 51,668,184 represented the original shareholders of the Company who retained 14.8% and Xanthic shareholders obtained 85.2% of the Company.

Since the Company did not meet the definition of a business under IFRS 3 – *Business Combinations*, the acquisition **was accounted for as a purchase of the Company's assets. The consideration paid was determined as equity**-settled share based payments under IFRS 2, at the fair value of the equity of the Company retained by the shareholders of the Company based on the fair value of the Xanthic common shares on the date of closing of the RTO, which was determined to be \$0.125 per common share based on the most recent equity raise completed just prior to the RTO.

The Company recorded listing fees of \$918,054 in the 2018 Audited Consolidated Financial Statements of net loss and comprehensive loss. The details of the listing fees are as follows:

Fair value of consideration paid:		
51,668,184 common shares of Xanthic at \$0.015625 per share	\$	807,315
Net liabilities of Aurquest acquired by Xanthic		86,739
		894,054
Other Transaction Costs:		
Professional fees		24,000
Listing fees	\$	918,054

The net liabilities of the Company were included at their carrying value of \$86,739, which approximates their fair value as follows:

Cash	\$	2,141
Prepaid expenses		500
Accounts payable and accrued liabilities		(44,380)
Shareholder loans		(45,000)
	\$	(86,739)

Review of Operations for the year ended June 30, 2018 compared to year ended June 30, 2017

During the year ended June 30, 2018 ("Fiscal 2018"), the Corporation incurred a net loss \$2,829,225 or \$0.08 per share, as compared to a net loss from operations of \$101,541 or \$0.04 per share for the year ended June 30, 2017 ("**Fiscal 2017**"). During Fiscal 2018 the Corporation completed three private placements which allowed the Corporation to commence execution on its business plan. In addition, the significant increase in net loss was primarily the result of first full year of operations compared to Fiscal 2017. The Corporation was formed March 2017 so Fiscal 2017 represented less than 4 months of activity.

During Fiscal 2018, the Corporation incurred management, consulting fees of \$827,658, compared with \$60,000 in Fiscal 2017. The increase is primarily due to the retaining of management and consultants to help establish and capitalize the Corporation. The Corporation also incurred \$375,023 in legal costs in Fiscal 2018 compared with \$27,968 in Fiscal 2017. The increase in legal costs reflects the increase in business activity and the establishment of agreements, patent filings, financing activities, general counsel and listing application fees with the CSE during Fiscal 2018. In addition, the Corporation incurred \$174,289 in advertising and promotion compared with \$13,496 in Fiscal 2017. The increase relates to web development, investor presentations, packaging and brand building in Fiscal 2018.

During Fiscal 2018, the Corporation adopted its share-based compensation plan and issued stock options which resulted in stock based compensation expense of \$385,542 compared to nil in Fiscal 2017.

Review of Operations for the three months ended June 30, 2018 compared to three months ended June 30, 2017

For the quarter ended	June 30, 2018		June 30, 2017	
Consulting fees	\$	231,614	\$	60,000
Stock based compensaton		287,081		-
Legal and professional fees		181,297		27,968
Advertising and promotion		77,287		13,496
Loss from equity accounted investment		58,255		-
General and administration		47,761		61
Interest and bank charges		2,709		16
		886,004		101,541
Net Loss per share	\$	0.02	\$	0.04

During the three months ended June 30, 2018, the Corporation incurred \$231,614 in consulting fees to senior management, accounting, corporate finance work and strategic advisory services compared to \$60,000 in the same

period of the prior year. The Corporation consulting fees related to finance work to assist developing the business plan and strategy and product development. The Corporation had for the three months ended June 30, 2018 \$181,297 in legal and professional fees associated with investor relations and legal activities this compares to \$27,968 in the same period of the prior year. The increase in legal and professional relates to work to complete the CSE listing application with the Corporation first day of trading commencing April 19, 2018.

The Corporation incurred during the fourth quarter 2018 \$77,287 in advertising and promotion compared to \$13,496 in the same period of the prior year. The Corporation incurred expenses in developing its brand, packaging and artistic elements in anticipation of its product launch in later half of 2018.

The Corporation recorded a \$58,255 loss on its share of its equity accounted investment in Xanthic Beverages. Xanthic Beverages commenced operations in March 2018 with the Corporations investment of the initial USD\$300,000. The loss represents startup costs for Xanthic Beverages.

The Corporation incurred in the fourth quarter of 2018, \$47,761 in general and administrative costs compared to \$61 in the same period of the prior year. The increase represents the increased activity in the Corporation compared to the prior year.

On February 28, 2018, the Corporation's board approved the stock option plan. As a result of grants during the year the Corporation incurred stock based compensation costs of \$287,081 compared to nil in the same period of the prior year.

SELECTED QUATERLY FINANCIAL INFORMATION

For the three months ended,	June 30, 2018	March 30, 2018	December 31, 2017	September 30, 2017	June 30, 2017
Current Assets	\$ 1,626,042	\$ 1,810,722	\$ 1,236,139	\$ 62,553	\$ 36,524
Current Liabilities	650,168	804,766	314,663	138,168	111,643
Net Loss from Operations	860,004	566,047	1,328,678	74,496	101,541
Net Loss per share	\$ 0.02	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.04

- The Corporation current assets represent cash, prepaids, inventory and HST receivable. Current assets at June 30, 2018 include cash of \$1,037,049.
- **The Corporation's current liabilities represent start up consulting fees, legal and audit fees since inception** and include contingent consideration payable in connection with Xanthic Beverages purchase of \$493,800 (see 2018 Audited Consolidated Financial Statements Note 8).
- June 30, 2018 quarterly loss includes stock based compensation expense of \$287,081.
- December 31, 2017 net loss and comprehensive loss includes listing fees of \$944,054.

LIQUIDITY AND CAPITAL RESOURCES

The Corporation has cash of \$1,037,049, prepaids of \$249,915, inventory of \$181,096, and other receivable of \$157,982 and current liabilities of \$946,448 as at June 30, 2018. The Corporation therefore has a working capital of \$679,594. Despite the positive working capital, the Corporation does not have sufficient liquidity and capital resources at June 30, 2018 to meet all its planned expenditures over the next twelve months.

The Corporation plans to complete further financings over the next twelve months in order to fund its ongoing expenditures and execute on its business plan to get to break even cashflow. However, there is no assurance that the Corporation will be successful in these endeavors.

Outstanding Share Data

At June 30, 2018, the Corporation had 56,846,547 common shares outstanding, 568,000 warrants outstanding and 3,508,000 stock options outstanding and on September 13, 2018, the Corporation had 57,546,547 common shares outstanding, 568,000 warrants outstanding and 2,808,000 stock options outstanding.

OFF BALANCE SHEET ARRANGEMENTS

In the normal course of business, the Corporation has entered into arrangements with several third-party goods and services providers. In certain instances, the Corporation, directly and through its subsidiaries, has provided indemnities and/or guarantees to these third parties for the payment of goods or services provided, or otherwise. Generally, there are no pre-determined amounts or limits included in these arrangements, and the occurrence of an **event that would trigger the Corporation's obligations pursuant to these arrangements is difficult to predict. Therefore, the Corporation's potential future liability cannot be reasonably estimated.**

COMMITMENT AND CONTINGENCIES

Commitments and contingencies are detailed in Note 8 to the 2018 Audited Consolidated Financial Statements. The following table summarizes **payments due for the next five years and thereafter in respect of the Corporation's** contractual obligations and the obligations of its subsidiaries.

	Expected Payments Schedule					Total
	2019	2020 to 2021	2022 to 2023	Thereafter		
Accounts payable and accrued liabilities	\$ 156,368	\$ -	\$ -	\$ -	\$	156,368
Contingent consideration payable	790,080	-	-	-		790,080
	\$ 946,448	\$ -	\$ -	\$ -	\$	946,448

RELATED PARTY TRANSACTIONS

The Corporation has not entered into any transactions with related parties, other than as disclosed in Note 13 to the 2018 Audited Consolidated Financial Statements.

ACCOUNTING POLICIES, CRITICAL JUDGMENTS AND ESTIMATES

The preparation of the Corporation's financial statements in conformity with IFRS requires management to make judgments, estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and other items in net earnings or loss, and the related disclosure of contingent assets and liabilities, if any. Critical judgments and estimates represent estimates made by management that are, by their very nature, uncertain. The Corporation evaluates its estimates on an ongoing basis. Such estimates are based on historical experience and on various other assumptions that the Corporation believes are reasonable under the circumstances, and these estimates form the basis for making judgments about the carrying values of assets and liabilities and the reported amounts of revenues and other items in net earnings or loss that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. Summaries of the significant accounting policies applied, and significant judgments, estimates and assumptions made by management in the preparation of its financial statements are provided in Notes 2 and 3 to the 2018 Audited Consolidated Financial Statements.

CONTROLS AND PROCEDURES

During 2018, the Chief Executive Officer and the Chief Financial Officer of the Corporation were responsible for establishing and maintaining disclosure controls and procedures and internal control over financial reporting, as defined in the Canadian Securities Administrators National Instrument 52-109, *"Certification of Disclosure in Issuers' Annual and Interim Filings"*.

Internal Control over financial reporting ("ICFR") is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with applicable IFRS. Disclosure controls and procedures are designed to ensure that information required to be disclosed by the Corporation in the reports it files or submits under securities legislation is recorded, processed, summarized and reported on a timely basis and that such information is accumulated and reported to management, **including the Corporation's Chief Executive Officer and the Chief Financial Officer, as appropriate,** to allow required disclosures to be made in a timely fashion. Based on their evaluation, the Chief Executive Officer and the Chief Financial Officer concluded that, as at June 30, 2018, **the Corporation's disclosure controls and procedures** were effective.

BUSINESS RISKS

There are numerous and varied risks, known and unknown, that may prevent the Corporation from achieving its goals. If any of these risks occur, the **Corporation's** business, financial condition or results of operation may be adversely affected. In such case, the trading price of the **Corporation's** common shares could decline, and investors could lose all or part of their investment. The following is a summary of risks that could be applicable to the business of the Corporation:

The Company Relies on Securing and Maintaining Agreements with Licensed Partners

In most U.S. States, the Company is not eligible to obtain a license to grow, store and sell cannabis products. Accordingly, the Company must secure royalty agreements with Licensed Partners that have been able to obtain the requisite licenses with the appropriate regulatory authorities in the targeted jurisdictions. The failure of a Licensed Partner to comply with the requirements of their license or to maintain their license would have a material adverse impact on the business, financial condition and operating results of the Company. There can be no guarantee that the applicable licenses will be maintained by Licensed Operators or granted to other prospective Licensed Operators in the future.

Limited Operating History

Having been founded in late 2017, the Company has a limited operating history which can make it difficult for investors to evaluate the Company's operations and prospects and may increase the risks associated with an investment in the Company. The Company will be subject to all of the business risks and uncertainties associated with any new business enterprise, such as under-capitalization, cash shortages, limitations with respect to personnel, financial and other resources, achieving market acceptance of existing and future solutions, competing against companies with greater financial and technical resources, and lack of revenues. There is no assurance that the Company will be successful in achieving a return for investors and the likelihood of success must be considered in light of the early stage of operations. Because the Company has a limited operating history in emerging area of business, investors should consider and evaluate its operating prospects in light of the risks and uncertainties frequently encountered by early-stage companies in rapidly evolving markets. These risks may include:

- risks that it may not have sufficient capital to achieve its growth strategy;
- risks that it may not develop its product and service offerings in a manner that enables it to be profitable and meet its customers' requirements;
- risks that its growth strategy may not be successful;
- risks that fluctuations in its operating results will be significant relative to its revenues; and
- risks relating to an evolving regulatory regime.

The Company's future growth will depend substantially on its ability to address these and the other risks described in this section. If it does not successfully address these risks, its business may be significantly harmed.

Operating in the United States

The Company will initially focus its operations in the United States, specifically in states that have already passed legislation legalizing the recreational sale and use of cannabis. Currently, the states of California, Nevada, Massachusetts, Maine, Washington, Oregon, Colorado and Alaska, and the District of Columbia, have legalized the recreational use of cannabis. However, the U.S. federal government has not enacted similar legislation and the cultivation, sale and use of cannabis remains illegal under federal law pursuant to the U.S. Controlled Substance Act of 1970. While the Department of Justice under the previous U.S. presidential administration stated its intention not to enforce federal laws relating to cannabis where the conduct at issue is legal under applicable state law, pursuant to the Cole Memorandum, there can be no assurance that the current administration will not enforce such laws in the future. This risk is further compounded by the political and policy variability of the Donald Trump presidential administration, and the conservative, anti-cannabis stances of Attorney General Jeff Sessions. Mr. Trump's positions regarding marijuana are difficult to discern; however, Attorney General Sessions has been a consistent opponent of marijuana legalization efforts throughout his political career. On January 4, 2018, Attorney General Sessions

rescinded the Cole Memorandum, shifting federal policy from a hands-off approach to unleashing federal prosecutors across the country to decide individually how to crack down on possession, distribution and cultivation of cannabis, including in states in which cannabis is legal. With the Cole Memorandum rescinded, U.S. federal prosecutors no longer have guidance relating to the exercise of their discretion in determining whether to prosecute cannabis related violations of U.S. federal law. It is possible that further developments could significantly adversely affect the business, financial condition and results of businesses involved in U.S. cannabis related activities and in the cannabis industry generally. There can be no assurance that the U.S. federal government will not seek to prosecute cases involving cannabis businesses that are otherwise compliant with applicable state law. If the federal government begins to enforce federal laws relating to cannabis in states where the sale and use of cannabis is currently legal, or if existing state laws are repealed or curtailed, the Company would be materially and adversely affected notwithstanding the fact that the Company is not directly engaged in the sale or distribution of cannabis. **The consequences of such enforcement would be materially adverse to the Company and the Company's business and could result in the forfeiture or seizure of all or substantially all of the Company's assets.**

The Products Provided by the Company to Licensed Partners May Become Subject to Regulation Governing Food and Related Products

Should the U.S. federal government legalize cannabis for medical or recreational use nation-wide, there is a risk that the U.S. Food and Drug Administration (the "FDA") would seek to regulate the products under the Food, Drug and Cosmetics Act of 1938. The FDA may issue rules and regulations including certified good manufacturing practices related to the growth, cultivation, harvesting and processing of cannabis and cannabis-infused products. Clinical trials may be needed to verify the efficacy and safety of cannabis. It is also possible that the FDA would require that facilities where cannabis is cultivated be registered with the applicable government agencies and comply with certain federal regulations. Compliance with such rules and regulations may be unduly costly and may have an adverse effect on the Company. If the Company or its Licensed Partners are unable to comply with the regulations prescribed by the FDA, the Company and/or its Licensed Partners may be unable to continue to operate.

Banking Regulation May Hinder the Company's Ability to Establish and Maintain Bank Accounts

The U.S. federal prohibitions on the sale of cannabis may prevent the Company's Licensed Partners from accessing the U.S. banking system and they may be unable to deposit funds in federally-insured and federally-licensed banking institutions. While the Company does not anticipate dealing with banking restrictions directly relating to its business, such restrictions could nevertheless be imposed due to the Company's banking institutions not accepting payments from its Licensed Partners. Licensed Partners at times do not have deposit services and are at risk that any bank accounts they have could be closed at any time. Such risks increase costs to the Company and to its Licensed Partners. The inability of the Company's Licensed Partners to access banking services can make it difficult to structure royalty agreements in a manner acceptable to the Company.

In the event financial service providers do not accept accounts or transactions related to the cannabis industry, it is possible that the Company's Licensed Partners may seek alternative payment solutions, including but not limited to, cryptocurrencies such as Bitcoin. There are risks inherent in cryptocurrencies, most notably its volatility and security issues. If the industry was to move towards alternative payment solutions and accept payments in cryptocurrency the Company would have to adopt policies and protocols to manage its volatility and exchange rate risk exposures. The Company's inability to manage such risks may adversely affect the Company's operations and financial performance.

Managing Growth

In order to manage growth and change in strategy effectively, the Company must: (a) maintain adequate systems to meet customer demand; (b) expand sales and marketing, distribution capabilities and administrative functions; (c) expand the skills and capabilities of its current management team; and (d) attract and retain qualified employees. The inability of the Company to deal with this growth may have a material adverse effect on its business, financial condition, results of operations and prospects.

Competition

There is potential that the Company will face intense competition from other companies, some of which can be expected to have longer operating histories and more financial resources and experience than the Company. Currently, the cannabis, nutraceuticals and pharmaceuticals industry generally is comprised of individuals and small to medium-sized entities, however, the risk remains that large conglomerates and companies that also recognize the potential for financial success through investment in this industry could strategically purchase or assume control of larger dispensaries and cultivation facilities. In doing so, these larger competitors could establish price setting and cost controls which would effectively "price out" many of the individuals and small to medium-sized entities that currently make up the bulk of the participants in the varied businesses operating within, and in support of, the medical and recreational cannabis industry. While most U.S. states seemingly deter this type of arrangement, the cannabis industry is still relatively new for public entities, so the future competitive environment remains largely unknown.

Because of the early stage of the industry in which the Company will operate, the Company expects to face additional competition from new entrants. To become and remain competitive, the Company will require research and development, marketing, sales and support. The Company may not have sufficient resources to maintain research and development, marketing, sales and support efforts on a competitive basis which could materially and adversely affect the business, financial condition and results of operations of the Company.

Retention, Acquisition and Integration of Skilled Personnel

The loss of any member of the Company's management team could have a material adverse effect on its business and results of operations. In addition, the inability to hire new personnel and the increased costs of hiring new personnel could have a material adverse effect on the Company's business and operating results. At present and for the near future, the Company will depend upon a relatively small number of employees to develop, market, sell and support its products. The expansion of marketing and sales of its products will require the Company to find, hire and retain additional capable employees who can understand, explain, market and sell its products. There is intense competition for capable personnel and the Company may not be successful in attracting, training, integrating, motivating, or retaining new personnel, vendors, or subcontractors for these required functions. New employees often require significant training and, in many cases, take significant time before they achieve full productivity. As a result, the Company may incur significant costs to attract and retain employees, including significant expenditures related to salaries and benefits and compensation expenses related to equity awards, and may lose new employees to its competitors or other companies before it realizes the benefit of its investment in recruiting and training them. In addition, as the Company moves into new jurisdictions, it will need to attract and recruit skilled employees in those areas.

Legal Proceedings

From time to time, the Company may be a party to legal and regulatory proceedings, including matters involving governmental agencies, entities with whom it does business and other proceedings arising in the ordinary course of business. The Company will evaluate its exposure to these legal and regulatory proceedings and establish reserves for the estimated liabilities in accordance with International Financial Reporting Standards. Assessing and predicting the outcome of these matters involves substantial uncertainties. Unexpected outcomes in these legal proceedings, or changes in management's evaluations or predictions and accompanying changes in established reserves, could have an adverse impact on the Company's financial results.

Regulatory Compliance Risks

Achievement of the Company's business objectives is contingent, in part, upon compliance with regulatory requirements enacted by governmental authorities and obtaining all regulatory approvals, where necessary, for the sale of its products. The Company may not be able to obtain or maintain the necessary licenses, permits, authorizations or accreditations, or may only be able to do so at great cost, to operate its business. The Company cannot predict the time required to secure all appropriate regulatory approvals for its products, or the extent of testing and documentation that may be required by local governmental authorities. The impact of the compliance regime, any delays in obtaining, or failure to obtain or keep the regulatory approvals may significantly delay or impact the development of markets, products and sales initiatives and could have a material adverse effect on the business, results of operations and financial condition of the Company.

The Company will incur ongoing costs and obligations related to regulatory compliance. Failure to comply with applicable laws, regulations and permitting requirements may result in enforcement actions thereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment, or remedial actions. The Company may be required to compensate those suffering loss or damage by reason of its operations and may have civil or criminal fines or penalties imposed for violations of applicable laws or regulations. In addition, changes in regulations, more vigorous enforcement thereof or other unanticipated events could require extensive changes to the Company's operations, increased compliance costs or give rise to material liabilities, which could have a material adverse effect on the business, results of operations and financial condition of the Company.

Change of Cannabis Laws, Regulations and Guidelines

Cannabis laws and regulations are dynamic and subject to evolving interpretations which could require the Company to incur substantial costs associated with compliance or alter certain aspects of its business plan. It is also possible that regulations may be enacted in the future that will be directly applicable to certain aspects of the Company's businesses. The Company cannot predict the nature of any future laws, regulations, interpretations or applications, nor can it determine what effect additional governmental regulations or administrative policies and procedures, when and if promulgated, could have on the Company's business. Management expects that the legislative and regulatory environment in the cannabis industry in Canada and internationally will continue to be dynamic and will require innovative solutions to try to comply with this changing legal landscape in this nascent industry for the foreseeable future. Compliance with any such legislation may have a material adverse effect on the Company's business, financial condition and results of operations.

Unfavourable Publicity or Consumer Perception

Management of the Company believes the cannabis industry is highly dependent upon consumer perception regarding the safety, efficacy and quality of the cannabis produced. Consumer perception of the Company's proposed products may be significantly influenced by scientific research or findings, regulatory investigations, litigation, media attention and other publicity regarding the consumption of cannabis products. There can be no assurance that future scientific research, findings, regulatory proceedings, litigation, media attention or other research findings or publicity will be favourable to the cannabis market or any particular product, or consistent with earlier publicity. Future research reports, findings, regulatory proceedings, litigation, media attention or other publicity that are perceived as less favourable than, or that question, earlier research reports, findings or publicity could have a material adverse effect on the demand for the Company's proposed products and the business, results of operations, financial condition and cash flows of the Company. The Company's dependence upon consumer perceptions means that adverse scientific research reports, findings, regulatory proceedings, litigation, media attention or other publicity, whether or not accurate or with merit, could have a material adverse effect on the Company, the demand for the Company's proposed products, and the business, results of operations, financial condition and cash flows of the Company. Further, adverse publicity reports or other media attention regarding the safety, efficacy and quality of cannabis in general, or the Company's proposed products specifically, or associating the consumption of cannabis with illness or other negative effects or events, could have such a material adverse

effect. Such adverse publicity reports or other media attention could arise even if the adverse effects associated with such products resulted from consumers' failure to consume such products appropriately or as directed.

Liability, Enforcement, Complaints, etc.

The Company's participation in the cannabis industry may lead to litigation, formal or informal complaints, enforcement actions, and inquiries by third parties, other companies and/or various governmental authorities against the Company. Litigation, complaints, and enforcement actions involving the Company could consume considerable amounts of financial and other corporate resources, which could have an adverse effect on the Company's future cash flows, earnings, results of operations and financial condition.

Product Liability

As a distributor of products designed to be ingested or inhaled by humans, the Company faces an inherent risk of exposure to product liability claims, regulatory action and litigation if its products are alleged to have caused damages, loss or injury. In addition, the sale of the Company's products involve the risk of injury to consumers due to tampering by unauthorized third parties or product contamination. Adverse reactions resulting from human consumption of the Company's products alone or in combination with other medications or substances could occur. The Company may be subject to various product liability claims, including, among others, that the Company's products caused injury or illness, include inadequate instructions for use or include inadequate warnings concerning health risks, possible side effects or interactions with other substances. A product liability claims or regulatory action against the Company could: i) result in increased costs; ii) adversely affect the Company's reputation with its Licensed Partners and consumers generally; and iii) have a material adverse effect on the results of operations and financial condition of the Company. There can be no assurances that the Company will be able to obtain or maintain product liability insurance on acceptable terms or with adequate coverage against potential liabilities. Such insurance is expensive and may not be available in the future on acceptable terms, or at all. The inability to obtain sufficient insurance coverage on reasonable terms or to otherwise protect against potential product liability claims could prevent or inhibit the commercialization of the Company's potential products.

Insurance Coverage

The Company's production is, in general, subject to different risks and hazards, including adverse weather conditions, fires, plant diseases and pest infestations, other natural phenomena, industrial accidents, labour disputes, changes in the legal and regulatory framework applicable to the Company and environmental contingencies. Although management of the Company believes that the events and amounts of liability covered by its insurance policies will be reasonable, taking into account the risks relevant to its business, and the fact that agreements with users contain limitations of liability, there can be no assurance that such coverage will be available or sufficient to cover claims to which the Company may become subject. If insurance coverage is unavailable or insufficient to **cover any such claims, the Company's financial resources, results of operations and prospects could be adversely** affected.

Product Recalls

Manufacturers and distributors of products are sometimes subject to the recall or return of their products for a variety of reasons, including product defects, such as contamination, unintended harmful side effects or interactions with other substances, packaging safety and inadequate or inaccurate labelling disclosure. If any of the Company's products are recalled due to an alleged product defect or for any other reason, the Company could be required to incur the unexpected expense of the recall and any legal proceedings that might arise in connection with the recall. The Company may lose a significant amount of sales and may not be able to replace those sales at an acceptable margin or at all. In addition, a product recall may require significant management attention. Although the Company has detailed procedures in place for testing its products, there can be no assurance that any quality, potency or contamination problems will be detected in time to avoid unforeseen product recalls, regulatory action or lawsuits. Additionally, if the Company is subject to recall, the image of the Company could be harmed. A recall for any of the foregoing reasons could lead to decreased demand for the Company's products and could have a material adverse effect on the results of operations and financial condition of the Company. Additionally, product recalls may lead to

increased scrutiny of the Company's operations by regulatory agencies, requiring further management attention, potential loss of applicable licenses and potential legal fees and other expenses.

Limited Avenues to Market and Promote Products

To be successful, the Company's business must be successfully marketed. The market for the Company's products and services has and is expected to grow significantly and may require substantial sales and marketing capability. The Company will be dependent on independent parties to market its products and services. There can be no assurance that the Company can continue to market or can enter into satisfactory arrangements with third parties to continue to market its products and services in a manner that would assure its growth and acceptance in the market place.

Supply of Cannabis Extract

If for any reason the supply of cannabis extract from licensed producers is ceased or delayed, the Company would have to seek alternate suppliers and obtain all necessary authorization for the new cannabis extract. If replacement cannabis extract cannot be obtained at comparable prices, or at all, or if the necessary authorizations are not obtained, the Company's business, financial condition and results of operations would be materially and adversely affected.

Global Economy

Financial markets are influenced by the economic and market conditions in other countries, including the United States and other global markets. Although economic conditions in these countries may differ significantly from economic conditions in Canada, investor reactions to developments in these other countries may substantially affect the capital flows into and the market value of securities of issuers with operations in the United States and Canada.

Consumer Acceptance of Premium Pricing

The Company branding, and pricing strategy is to offer a premium product at higher than existing market prices of competitive products. The Company assumes that it will be successful in establishing the brand as a premium brand and therefore is relying on pricing its products consistent with its brand image. There can be no assurance that the Company will be successful and that the marketplace will accept a premium price when there is no direct competitive, comparable product.

Access to Capital

In executing its business plan, the Company makes, and will continue to make, substantial investments and other expenditures related to acquisitions, research and development and marketing initiatives. Since its incorporation, the Company has financed these expenditures through offerings of its equity securities and debt financing. The Company will have further capital requirements and other expenditures as it proceeds to expand its business or take advantage of opportunities for acquisitions or other business opportunities that may be presented to it. The Company may incur major unanticipated liabilities or expenses. The Company can provide no assurance that it will be able to obtain financing to meet the growth needs of the Company.

Foreign Sales and Currency Risks

The Company's functional currency is denominated in Canadian dollars. The Company currently expects that sales will be denominated in U.S. dollars and may, in the future, have sales denominated in the currencies of additional countries in which it establishes sales offices. In addition, the Company incurs the majority of its operating expenses in Canadian dollars. In the future, the proportion of the Company's sales that are international may increase. Such sales may be subject to unexpected regulatory requirements and other barriers. Any fluctuation in the exchange rates of foreign currencies may negatively impact the Company's business, financial condition and results of operations. The Company has not previously engaged in foreign currency hedging. If the Company decides to hedge its foreign currency exposure, it may not be able to hedge effectively due to lack of experience, unreasonable costs or illiquid

markets. In addition, those activities may be limited in the protection they provide the Company from foreign currency fluctuations and can themselves result in losses.

Estimates or Judgments Relating to Critical Accounting Policies

The preparation of financial statements in conformity with International Financial Reporting Standards requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. The Company bases its estimates on historical experience and on various other assumptions that it believes to be reasonable under the circumstances, as provided in the notes to the Company's Financial Statements, the results of which form the basis for making judgments about the carrying values of assets, liabilities, equity, revenue and expenses that are not readily apparent from other sources. The Company's operating results may be adversely affected if the assumptions change or if actual circumstances differ from those in the assumptions, which could cause the Company's operating results to fall below the expectations of securities analysts and investors, resulting in a decline in the share price of the Company. Significant assumptions and estimates used in preparing the financial statements include those related to the credit quality of accounts receivable, income tax credits receivable, share based payments, impairment of non-financial assets, as well as revenue and cost recognition.

Tax Risks

The Company will operate and will be subject to income tax and other forms of taxation (which are not based upon income) in multiple tax jurisdictions. Taxation laws and rates which determine taxation expenses may vary significantly in different jurisdictions, and legislation governing taxation laws and rates is also subject to change. Therefore, the Company's earnings may be impacted by changes in the proportion of earnings taxed in different jurisdictions, changes in taxation rates, changes in estimates of liabilities and changes in the amount of other forms of taxation. The Company may have exposure to greater than anticipated tax liabilities or expenses. The Company will be subject to income taxes and non-income taxes in a variety of jurisdictions and its tax structure is subject to review by both domestic and foreign taxation authorities and the determination of the Company's provision for income taxes and other tax liabilities will require significant judgment.

Repatriation of Profits

As a holding company with no material assets other than the stock of the Company's operating subsidiaries and intellectual property, nearly all of the Company's funds generated from operations are generated by the Company's operating subsidiaries. The Company's subsidiaries are subject to requirements of various regulatory bodies, both domestically and internationally. Accordingly, if the Company's operating subsidiaries are unable, due to regulatory restrictions or otherwise, to pay the Company's dividends and make other payments to the Company when needed, the Company may be unable to satisfy the Company's obligations when they arise.

Limited market for securities

There can be no assurance that an active and liquid market for the Company's shares will develop or be maintained and an investor may find it difficult to resell any securities of the Company.

Stock Market Volatility

The market price of the Company's Common Shares could be subject to significant fluctuations in response to various factors, many of which are beyond the Company's control. In addition, the stock markets have experienced significant price and volume fluctuations that have particularly affected the market prices of equity securities of many companies and that often have been unrelated to the operating performance of such companies. These broad market fluctuations may adversely affect the market price of the Common Shares. There can be no assurance that the holders or purchasers of the Company's Common Shares will be able to resell their shares at prices equal to or greater than their cost.

No History of Payment of Cash Dividends

The Company has never declared or paid cash dividends on its Common Shares. The Company intends to retain future earnings to finance the operation, development and expansion of the business. The Company does not anticipate paying cash dividends on its Common Shares in the foreseeable future. Payment of future cash dividends, if any, will be at the discretion of the Board and will depend on the Company's financial condition, results of operations, contractual restrictions, capital requirements, business prospects and other factors that the Board considers relevant.

Analyst Coverage

The trading market for the Company's Common Shares will, to some extent, depend on the research and reports that securities or industry analysts publish about the Company or its business. The Company will not have any control over these analysts. If one or more of the analysts who covers the Company should downgrade the Company's Common Shares or change their opinion of the Company's business prospects, the Company's share price would likely decline. If one or more of these analysts ceases coverage of the Company or fails to regularly publish reports on the Company, the Company could lose visibility in the financial markets, which could cause the Company's share price or trading volume to decline.

Tax Issues

There may be income tax consequences in relation to the Company's Common Shares, which will vary according to circumstances of each investor. Prospective investors should seek independent advice from their own tax and legal advisers.

INFORMATION CONCERNING XANTHIC BIOPHARMA INC.

Additional information relating to the Corporation, may be accessed through the SEDAR website at www.sedar.com under Xanthic Biopharma Inc. **and the Corporation's website at www.xanthicbiopharma.com.**

Toronto, Ontario
September 13, 2018

EXHIBIT 3

FORM 51-102F4

BUSINESS ACQUISITION REPORT

Item 1 Identity of Company

1.1 Name and Address of Company

Xanthic Biopharma Inc. ("Xanthic" or the "Company")
77 King Street West, Suite 2905
Toronto, Ontario, M5K 1A2

1.2 Executive Officer

Tim Moore
Chief Executive Officer
647-966-6536

Item 2 Details of Acquisition

2.1 Nature of Business Acquired

On July 9, 2018, Xanthic entered into a binding letter agreement (the "LOI") with management of Green Growth Brands Ltd. ("GGB"), a corporation incorporated pursuant to the laws of Ontario, concerning an arm's length business combination (the "Business Combination Agreement"). The LOI also provided for the acquisition by GGB Nevada LLC ("GGB Nevada"), a wholly-owned subsidiary of Xanthic, of 100% of the outstanding membership interests of Nevada Organic Remedies LLC ("NOR"), for aggregate consideration of USD\$56.75 million (the "NOR Acquisition"). Xanthic entered into an agreement with NOR on July 13, 2018, and completed the NOR Acquisition on September 7, 2018.

NOR is a vertically integrated medical and retail marijuana company based in Las Vegas, Nevada holding four Nevada marijuana licenses (dispensary, cultivation, production and distribution). Additionally, NOR produces a line of high quality medical and recreational products under the name 8|fold.

Further information about the Business Combination Agreement and the NOR Acquisition can be found in Xanthic's news releases dated July 17, 2018 and September 7, 2018 (the "Acquisition News Releases"), copies of which have been filed under Xanthic's profile on SEDAR at www.sedar.com.

2.2 Date of Acquisition

The effective date of the NOR Acquisition is September 4, 2018.

2.3 Consideration

Under the terms of the NOR Acquisition, GGB Nevada acquired 100% of the outstanding membership interests of NOR for aggregate consideration of USD\$56.75 million.

To complete the NOR Acquisition, GGB Nevada was required to make a payment of a USD\$2 million deposit (the "**NOR Deposit**") and an initial cash payment of approximately USD\$30.3 million (the "**NOR Closing Payment**") on closing of the NOR Acquisition. To satisfy the NOR Deposit, Xanthic issued a promissory note in favour of GGB in the principal amount of USD\$2 million (the "**Deposit Promissory Note**"). To satisfy the NOR Closing Payment, Xanthic and GGB entered into a loan agreement (the "**Loan Agreement**") pursuant to which GGB loaned approximately USD\$30.3 million to the Xanthic (the "**Loan**"). The proceeds of the Loan were sourced from a brokered and non-brokered debenture financing completed by GGB on August 30, 2018. In addition, on closing of the NOR Acquisition, GGB Nevada was required to deliver the NOR Members a secured promissory note in the principal amount of USD\$21,565,000. The balance of consideration (5%) will be settled with the issuance of Xanthic shares delivered on closing of the Business Combination.

2.4 Effect on Financial Position

Except as disclosed in this business acquisition report, or publicly disclosed and in the ordinary course of business, Xanthic does not have any current plans or proposals for material changes in the Company's business affairs, which may have a significant effect on the operations and financial position of the Company, including any proposal to liquidate the business of NOR, or to sell, lease or exchange all or a substantial part of its assets. NOR will continue to be managed by the current management team that is in place.

2.5 Prior Valuations

To the knowledge of the Company, there has not been any valuation opinion within the last twelve months by Xanthic required by securities legislation or a Canadian exchange or market to support the consideration paid by Xanthic in connection with the NOR Acquisition.

2.6 Parties to Transaction

The NOR Acquisition was not with an informed person, associate or affiliate of the Company as defined in Section 1.1 of National Instrument 51-102 *Continuous Disclosure Obligations*.

2.7 Date of Report

September 24, 2018

Item 3 Financial Statements

The following financial statements attached as Schedule "A" hereto are included in this Business Acquisition Report:

SCHEDULE "A"
Financial Statements

See attached.

NEVADA ORGANIC REMEDIES LLC

Consolidated Financial Statements

**As of and for the Years Ended
June 30, 2018 (Audited), 2017 (Unaudited)**



Certified
Public
Accountants

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NEVADA ORGANIC REMEDIES LLC
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Certified
Public
Accountants

Independent Auditor's Report

To the Board of Directors
of Nevada Organic Remedies LLC

We have audited the accompanying consolidated financial statements of Nevada Organic Remedies LLC (the "Company"), which comprise the consolidated balance sheet as of June 30, 2018, and the related consolidated statements of operations and changes in members' equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Company as of June 30, 2018, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Prior Period Financial Statements

The accompanying consolidated balance sheet for the Company as of June 30, 2017 and the related consolidated statements of operations and changes in members' equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements were not audited by us and accordingly we do not express an opinion or other form of assurance on them.

Macias Gini & O'Connell LLP

San Diego, California
September 21, 2018

NEVADA ORGANIC REMEDIES LLC
CONSOLIDATED BALANCE SHEETS
AS OF JUNE 30, 2018 (AUDITED) and 2017 (UNAUDITED)

	2018 (Audited)	2017 (Unaudited)
ASSETS		
Current Assets:		
Cash and Cash Equivalents	\$ 601,010	\$ 316,281
Accounts Receivable	336,762	-
Inventory	1,857,445	532,694
Prepaid Expenses and Other Current Assets	124,418	16,677
Due from Related Party	<u>212,467</u>	<u>-</u>
Total Current Assets	3,132,102	865,652
Property and Equipment, Net	390,003	124,946
Other Assets	<u>2,100</u>	<u>2,100</u>
TOTAL ASSETS	<u>\$ 3,524,205</u>	<u>\$ 992,698</u>
LIABILITIES AND MEMBERS' EQUITY		
Current Liabilities:		
Accounts Payable	\$ 677,537	\$ 154,721
Accrued Liabilities	261,887	436,502
Notes Payable	85	405,188
Due to Related Party	<u>-</u>	<u>389,984</u>
TOTAL LIABILITIES	<u>939,509</u>	<u>1,386,395</u>
MEMBERS' EQUITY (DEFICIT)	<u>2,584,696</u>	<u>(393,697)</u>
TOTAL LIABILITIES AND MEMBERS' EQUITY	<u>\$ 3,524,205</u>	<u>\$ 992,698</u>

See Accompanying Notes to the Consolidated Financial Statements.

NEVADA ORGANIC REMEDIES LLC
CONSOLIDATED STATEMENT OF OPERATIONS AND CHANGES IN MEMBERS' EQUITY
FOR THE YEARS ENDED JUNE 30, 2018 (AUDITED) and 2017 (UNAUDITED)

	2018 (Audited)	2017 (Unaudited)
Revenues	\$ 18,991,307	\$ 5,644,805
Cost of Goods Sold	<u>9,533,001</u>	<u>3,641,979</u>
Gross Profit	<u>9,458,306</u>	<u>2,002,826</u>
Operating Expenses:		
General and Administrative	4,504,593	1,767,261
Sales and Marketing	334,215	172,369
Depreciation	<u>26,126</u>	<u>12,780</u>
Total Operating Expenses	<u>4,864,934</u>	<u>1,952,410</u>
Income from Operations	<u>4,593,372</u>	<u>50,416</u>
Other Income (Expense):		
Interest Expense, Net	(34,737)	(1,217)
Other Income (Expense)	<u>3,856</u>	<u>(123,010)</u>
Total Other Income (Expense)	<u>(30,881)</u>	<u>(124,227)</u>
Net Income (Loss)	<u>\$ 4,562,491</u>	<u>\$ (73,811)</u>
 Members' Deficit - Beginning of Period	 \$ (393,697)	 \$ (806,510)
Net Income (Loss)	4,562,491	(73,811)
Contributions from Members	-	738,817
Distributions to Members	<u>(1,584,098)</u>	<u>(252,193)</u>
Members' Equity (Deficit) - End of Period	<u>\$ 2,584,696</u>	<u>\$ (393,697)</u>

See Accompanying Notes to the Consolidated Financial Statements.

NEVADA ORGANIC REMEDIES LLC
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2018 (AUDITED) and 2017 (UNAUDITED)

	2018 (Audited)	2017 (Unaudited)
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income (Loss)	\$ 4,562,491	\$ (73,811)
Adjustments to Reconcile Net Income (Loss) to Net Cash Provided By Operating Activities:		
Depreciation	63,170	52,132
Changes in Operating Assets and Liabilities:		
Accounts Receivable	(336,762)	-
Inventory	(1,324,751)	(189,132)
Prepaid Expenses and Other Current Assets	(107,741)	(5,133)
Other Assets	-	325
Due from Related Parties	(212,467)	-
Accounts Payable and Accrued Liabilities	348,201	(15,094)
Due to Related Parties	(389,984)	(71,262)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>2,602,157</u>	<u>(301,975)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of Property and Equipment	(328,227)	(4,695)
NET CASH USED IN INVESTING ACTIVITIES	<u>(328,227)</u>	<u>(4,695)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Contributions from Members	-	738,817
Distributions to Members	(1,584,098)	(252,193)
Principal Repayments of Notes Payable	(405,103)	(4,201)
NET CASH USED IN FINANCING ACTIVITIES	<u>(1,989,201)</u>	<u>482,423</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	<u>284,729</u>	<u>175,753</u>
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>316,281</u>	<u>140,528</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 601,010</u>	<u>\$ 316,281</u>
CASH PAID DURING THE YEAR FOR:		
Interest	<u>\$ 612</u>	<u>\$ 1,217</u>

See Accompanying Notes to the Consolidated Financial Statements.

NEVADA ORGANIC REMEDIES LLC
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2018 (AUDITED) and 2017 (UNAUDITED)

1. NATURE OF OPERATIONS

The Company and its wholly owned subsidiaries, are a vertically integrated cultivation, production and retail medical and recreational marijuana company based in Las Vegas, Nevada holding four Nevada cannabis licenses (dispensary, cultivation, production and distribution). Through its cultivation and production operations, the Company produces high quality medical and recreational products which are sold through the Company's dispensary and sold wholesale to various dispensaries. The dispensary is located one facility and the cultivation and production facility in a second facility, all located in Las Vegas, Nevada.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Preparation

The consolidated financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"). All significant intercompany balances and transactions have been eliminated in consolidation.

Cash and Cash Equivalents

Cash and cash equivalents consists of cash on hand and cash deposits in financial institutions and other deposits that are readily convertible into cash.

Accounts Receivable

Accounts receivable are stated at an amount management expects to collect from outstanding balances and are recorded when invoices are issued. Management provides from probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. The allowance for doubtful account was zero at June 30, 2018 and 2017. The Company had zero bad debt expenses for the years ended June 30, 2018 and 2017.

Inventory

Inventory includes cannabis and cannabis-related products and is valued at the lower of cost and net realizable value. Cost is determined using the average method for cultivation, production and retail inventory. Net realizable value is determined as the estimated selling price in the ordinary course of business less estimated costs to sell. Packaging and supplies are initially valued at cost. The Company reviews inventory for obsolete, redundant and slow-moving goods and any such inventory is written-down to net realizable value. As of June 30, 2018 (audited) and 2017 (unaudited), the Company determined that no reserve was necessary.

NEVADA ORGANIC REMEDIES LLC
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2018 (AUDITED) and 2017 (UNAUDITED)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Property and equipment is stated at cost, net of accumulated depreciation. Depreciation is calculated using the straight-line method using the following methods and estimated useful lives:

<u>Category</u>	<u>Depreciation Method</u>	<u>Estimated Useful Life</u>
Leasehold Improvements	Amortized Over the Life of the Lease or the Estimated Useful Life of the Improvement, Whichever is Less	10 Years
Furniture and Fixtures	Depreciated Over the Estimated Useful Life of the Asset	5 Years
Manufacturing Equipment	Depreciated Over the Estimated Useful Life of the Asset	3 Years
Automobiles	Depreciated Over the Estimated Useful Life of the Asset	3 Years

The assets' residual values, useful lives and methods of depreciation are reviewed at each financial year-end and adjusted prospectively if appropriate. An item of equipment is derecognized upon disposal or when no future economic benefits are expected from its use. Any gain or loss arising on derecognition of the asset (calculated as the difference between the net disposal proceeds and the carrying value of the asset) is included in the Statement of Operations and Changes in Members' Equity in the year the asset is derecognized.

Repairs and maintenance that do not improve efficiency or extend economic life are charged to expense as incurred.

Impairment of Long-Lived Assets

Long-lived assets such as property and equipment are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable, but no less frequently than annually. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future net cash flows (undiscounted and without interest charges) expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the estimated fair value of the assets. There were no impairments recorded during the years ended June 30, 2018 (audited) and 2017 (unaudited).

NEVADA ORGANIC REMEDIES LLC
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2018 (AUDITED) and 2017 (UNAUDITED)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes

The Company is a limited liability company that has elected to be treated as a partnership for federal income tax purposes. Under federal law, the taxable income or loss of a limited liability company is allocated to its members. Accordingly, no provision has been made for federal income taxes.

FASB ASC Topic No. 740, "Accounting for Uncertainty in Income Taxes" ("ASC 740"), clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements and prescribes a recognition and measurement of a tax position taken or expected to be taken in a tax return. ASC 740 also provides guidance on de-recognition of tax benefits, classification on the balance sheet, interest and penalties, accounting in interim periods, disclosure and transition. The Company did not recognize any tax benefits from uncertain tax positions during the year ended June 30, 2018 (audited) and 2017 (unaudited). The Company is no longer subject to state examinations by tax authorities for the years before June 30, 2014.

Revenue Recognition

Revenue is recognized at the fair value of consideration received or receivable. Revenue from the sale of goods is recognized when all the following conditions have been satisfied, which are generally met once the products are received by customers:

- The Company has transferred the significant risks and rewards of ownership of the goods to the purchaser;
- The Company retains neither continuing managerial involvement to the degree usually associated with ownership nor effective control over the goods sold;
- The amount of revenue can be measured reliably;
- It is probable that the economic benefits associated with the transaction will flow to the entity; and
- The costs incurred or to be incurred in respect of the transaction can be measured reliably.

Cost of Goods Sold

Cost of goods sold includes the costs directly attributable to product sales and includes amounts paid for finished goods, such as flower, edibles and concentrates, as well as packaging and other supplies, fees for services and processing, and other expenses for services.

Advertising Costs

Advertising costs are charged to expense when incurred. Advertising expense for the year ended June 30, 2018 and 2017 was \$287,458 (audited) and \$152,167 (unaudited), respectively.

NEVADA ORGANIC REMEDIES LLC
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2018 (AUDITED) and 2017 (UNAUDITED)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

Fair Value of Financial Instruments

The Company's financial instruments consist of cash and cash equivalents, accounts receivables, accounts payables and accrued liabilities, and notes payable. The carrying values of these financial instruments approximate their fair values as of June 30, 2018 and 2017, respectively.

Financial instruments recorded at fair value are classified using a fair value hierarchy that reflects the significance of the inputs to fair value measurements. The three levels of hierarchy are:

Level 1 – Unadjusted quoted prices in active markets for identical assets or liabilities;

Level 2 – Inputs other than quoted prices that are observable for the asset or liability, either directly or indirectly; and

Level 3 – Inputs for the asset or liability that are not based on observable market data.

There have been no transfers between fair value levels during the year.

Use of Estimates

Management uses estimates and assumptions in preparing its consolidated financial statements in accordance with GAAP. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Accordingly, actual results could differ from those estimates.

Recently Issued Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standard Update ("ASU") 2014-09, Revenue from Contracts with Customers (Topic 606), a new standard on revenue recognition. Further, the FASB has issued a number of additional ASUs regarding the new revenue recognition standard. The new standard, as amended, will supersede existing revenue recognition guidance and apply to all entities that enter into contracts to provide goods or services to customers. In August 2015, the FASB issued ASU 2015-14, Revenue from Contracts with Customers – Deferral of the Effective Date, which amends ASU 2014-09 to defer the effective date by one year. The new standard is effective for annual and interim periods in fiscal years beginning after December 15, 2018. Entities are allowed to use either the full or modified retrospective approach when transitioning to the ASU. The Company expects to implement the provisions of ASU 2014-09 as of July 1, 2019 and has not yet selected a transition method. The adoption of this ASU is not expected to have a material effect on the Company's consolidated financial statements.

In January 2016, the FASB issued ASU 2016-01, Financial Instruments – Overall (Subtopic 825-10) – Recognition and Measurement of Financial Assets and Financial Liabilities. ASU 2016-01 is intended to enhance the reporting model for financial instruments to provide users of financial statements with more decision-useful information. ASU 2016-01 is effective for annual periods beginning after December 15, 2018, and interim periods within those annual periods beginning after December 15, 2019. The adoption of this ASU is not expected to have a material effect on the consolidated financial statements.

NEVADA ORGANIC REMEDIES LLC
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2018 (AUDITED) and 2017 (UNAUDITED)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(Continued)*

In February 2016, the FASB issued ASU 2016-02, Leases, which supersedes the current accounting for leases and while retaining two distinct types of leases, finance and operating, (1) requires lessees to record a right of use asset and a related liability for the rights and obligations associated with a lease, regardless of lease classification, and recognize lease expense in a manner similar to current accounting, (2) eliminates most real estate specific lease provisions, and, (3) aligns many of the underlying lessor model principles with those in the new revenue standard. Leases with a term of 12 months or less will be accounted for similar to existing guidance for operating leases today. The ASU is effective for annual and interim periods in fiscal years beginning after December 15, 2019. Entities are required to use a modified retrospective approach when transitioning to the ASU for leases that exist as of or are entered into after the beginning of the earliest comparative period presented in the financial statements. The Company expects to implement the provisions of ASU 2016-02 as of July 1, 2020. The Company is currently evaluating the impact of the new standard on its consolidated financial statements.

3. SIGNIFICANT CONCENTRATIONS OF CREDIT RISK

The Company places its cash with high quality financial institutions and may be redeemed upon demand. The Federal Deposit Insurance Corporation ("FDIC") provides coverage of at least \$250,000 available to depositors under the FDIC's general deposit insurance rules. From time to time the Company has account balances with its financial institutions that are in excess of the insured amounts, and, therefore, those excess account balances are uninsured. There were approximately \$16,000 (audited) in excess of the FDIC insurance limit at June 30, 2018. At June 30, 2017, the Company had no amounts in excess of the FDIC insurance limit (unaudited).

The Company grants unsecured credit to its customers for purchase of its cultivation and production products. As of June 30, 2018, there was one customer, who is a related party, see Note 9, which accounted for 51 percent (audited) of the total accounts receivable as of June 30, 2018. As of June 30, 2017, the Company had no accounts receivable (unaudited).

4. INVENTORY

As of June 30, 2018 (audited) and 2017 (unaudited), inventory consisted of:

	2018	2017
	(Audited)	(Unaudited)
Work-in-Progress	\$ 744,577	\$ 335,818
Finished Goods	1,112,868	196,876
Total Inventory	\$ 1,857,445	\$ 532,694

NEVADA ORGANIC REMEDIES LLC
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2018 (AUDITED) and 2017 (UNAUDITED)

5. PROPERTY AND EQUIPMENT

As of June 30, 2018 (audited) and 2017 (unaudited), property and equipment consisted of the following:

	2018 (Audited)	2017 (Unaudited)
Furnitures and Fixtures	\$ 94,063	\$ 94,063
Leasehold Improvements	304,890	26,898
Manufacturing Equipment	91,197	40,962
Automobiles	<u>26,688</u>	<u>26,688</u>
Total Property and Equipment, Gross	516,838	188,611
Less: Accumulated Depreciation	<u>(126,835)</u>	<u>(63,665)</u>
Property and Equipment, Net	<u>\$ 390,003</u>	<u>\$ 124,946</u>

Depreciation expense of \$63,170 (audited) and \$52,132 (unaudited) was recorded for the year ended June 30, 2018 and 2017, respectively, of which \$37,044 (audited) and \$39,352 (unaudited), respectively, is included in cost of goods sold.

6. NOTES PAYABLE

As of June 30, 2018 (audited) and 2017 (unaudited) notes payable consisted of the following:

	2018 (Audited)	2017 (Unaudited)
Automobile Loan - Secured promissory note dated June 01, 2016, which matures on September 1, 2018, and bears-interest at 4.47%.	\$ 85	\$ 17,070
Note payable due to a member. The note payable bears interest at 5% and matured March 31, 2017 and due on demand anytime after thereof.	-	200,000
Note payable due to a member. The note payable bears interest at 5% and due on demand anytime after thereof.	<u>-</u>	<u>188,118</u>
Total Notes Payable	<u>\$ 85</u>	<u>\$ 405,188</u>

During the year ended June 30, 2018 (audited), the notes payables to the members matured and were paid in full by the Company.

NEVADA ORGANIC REMEDIES LLC
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2018 (AUDITED) and 2017 (UNAUDITED)

7. MEMBERS' EQUITY (DEFICIT)

The Company formed Nevada limited liability companies on April 16, 2014. Allocations of profits and losses are allocated pro rata in proportion to the member's capital interest. There are no members units. No member has the right to transfer any or part of their membership interest without the express written permission of a vote of members.

During the year ended June 30, 2017, the members of the Company forgave amounts due from related parties of \$738,817 (unaudited). The amount was recorded as a contribution. No contributions were made during the year ended June 30, 2018.

During the year ended June 30, 2017, the Company distributed \$252,193 (unaudited) in cash to its members. During the year ended June 30, 2018, the Company distributed \$875,000 (audited) in cash to its members and forgave \$709,098 (audited) of amounts due from related parties. The amounts forgiven was recorded as a distribution to its members.

8. COMMITMENTS AND CONTINGENCIES

Office and Operating Leases

The Company leases all of its business facilities from a related party under operating lease agreements that specify minimum rentals and a percent of net revenues. The leases expire through December 2025 and contain certain renewal provisions. The Company's rent expense for the years ended June 30, 2018 and 2017 was \$1,393,452 (audited) and \$638,715 (unaudited), respectively, of which \$441,506 (audited) and \$330,248 (unaudited), respectively, is included in cost of goods sold. Percentage rent was \$1,034,270 (audited) and \$332,715 (unaudited), respectively, of which \$201,506 (audited) and \$90,248 (unaudited), respectively, is included in cost of goods sold.

Future minimum lease payments for the next five years and thereafter are as follows:

<u>Year Ending June 30,</u>	<u>Scheduled Payments</u>
2019	\$ 467,354
2020	467,354
2021	467,354
2022	467,354
2023	467,354
Thereafter	<u>804,630</u>
Total Future Minimum Lease Payments	<u>\$ 3,141,400</u>

Contingencies

The Company's operations are subject to a variety of local and state regulation. Failure to comply with one or more of those regulations could result in fines, restrictions on its consolidated operations, or losses of permits that could result in the Company ceasing operations. While management of the Company believes that the Company is in compliance with applicable local and state regulation as of June 30, 2018, marijuana regulations continue to evolve and are subject to differing interpretations. As a result, the Company may be subject to regulatory fines, penalties or restrictions in the future.

NEVADA ORGANIC REMEDIES LLC
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2018 (AUDITED) and 2017 (UNAUDITED)

8. COMMITMENTS AND CONTINGENCIES *(Continued)*

Claims and Litigation

From time to time, the Company may be involved in litigation relating to claims arising out of operations in the normal course of business. As of June 30, 2018 (audited) and 2017 (unaudited), there were no pending or threatened lawsuits that could reasonably be expected to have a material effect on the results of the Company's consolidated operations. There are also no proceedings in which any of the Company's directors, officers or affiliates is an adverse party or has a material interest adverse to the Company's interest.

9. RELATED PARTY TRANSACTIONS

From time to time, the Company enters into transactions with companies owned by members of the Company. During the year ended June 30, 2017, the Company was advanced amounts from an entity owned by members of the Company. The amount due under this advance as of June 30, 2017 was \$389,984 (unaudited). During the year ended June 30, 2018, this advance was paid in full. During the year ended June 30, 2018, the Company advanced funds to entities that are owned by members of the Company. As of June 30, 2018, the amount due from these entities was \$212,467 (audited).

The Company, through its cultivation and production operations sells cannabis products to dispensaries owned by members of the Company. During the years ended June 30, 2018 and 2017, the Company sold \$969,611 (audited) and \$563,058 (unaudited), respectively, to related parties. The balance due from the related parties in accounts receivable as of June 30, 2018 was \$173,223 (audited). There were no amounts due from related parties in accounts receivable as of June 30, 2017 (unaudited).

10. SUBSEQUENT EVENTS

The Company has evaluated subsequent events through September 21, 2018, which is the date these consolidated financial statements were issued. All subsequent events requiring recognition as of June 30, 2018 and 2017 have been incorporated into these consolidated financial statements.

In September 2018, the members of the Company sold 100% of their membership interest to GGB Nevada LLC in an arm's length arrangement. The Company has yet to assess the impact of this transaction on its consolidated financial statements.

XANTHIC BIOPHARMA INC.

**NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS
AND
MANAGEMENT INFORMATION CIRCULAR**

**IN RESPECT OF THE ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS OF XANTHIC
BIOPHARMA INC. TO BE HELD ON NOVEMBER 2, 2018**

Dated as of October 12, 2018

Neither the Canadian Securities Exchange nor any securities commission has in any way passed upon the merits of the transaction described herein and any representation to the contrary is an offence.

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Dear Shareholders:

The directors of Xanthic Biopharma Inc. ("Xanthic" or the "Corporation") cordially invite you to attend the annual and special meeting (the "Meeting") of the shareholders of Xanthic (the "Shareholders") to be held at the offices of Fogler, Rubinoff LLP at 77 King Street West, Suite 3000, TD Centre North Tower, Toronto, Ontario M5K 1G8 on Friday, November 2, 2018 at 10:00 a.m. (Toronto time).

At the Meeting, among other things, you will be asked to consider and, if thought appropriate, to pass, with or without variation, an ordinary resolution approving the business combination (the "Business Combination") of Xanthic with Green Growth Brands Ltd. ("GGB"), pursuant to which a wholly-owned subsidiary of the Corporation, 2657013 Ontario Inc., will acquire all of the issued and outstanding securities of GGB by way of a three-cornered amalgamation transaction (the "Transaction").

Following the completion of the Business Combination, current GGB Shareholders will hold approximately 86,537,687 Resulting Issuer Shares (excluding any Resulting Issuer Shares issuable upon conversion of the GGB Convertible Debentures), representing 85.7% of the Resulting Issuer Shares issued and outstanding on a non-diluted basis. A deemed value of C\$0.36 per share has been placed on the Issuer Shares issued in connection with the Business Combination, resulting in total consideration paid to the holders of GGB Shares of approximately \$125,000,000. Further details on the Transaction is set out in the Appendix "A" to the accompanying management information circular (the "Circular").

At the Meeting, you will also be asked to consider and, if deemed appropriate, to pass, the following:

- i. the appointment of MNP LLP as the auditor of the Corporation and to authorize the directors to fix their remuneration;
- ii. a special resolution fixing the number of directors of the Corporation at seven (7), subject to the power of the directors to appoint up to one-third additional directors between annual meetings;
- iii. the election of directors of the Corporation;
- iv. an ordinary resolution approving the advance notice by-law for the Corporation;
- v. an ordinary resolution authorizing and approving the adoption of an equity incentive plan of the Corporation;
- vi. a special resolution approving the proposed consolidation of the common shares of the Corporation;
- vii. a special resolution approving an amendment of the Corporation's articles of incorporation to change the name of the Corporation to "Green Growth Brands Ltd.";
- viii. a special resolution approving an amendment of the Corporation's articles of incorporation to eliminate the Corporation's existing class of First Preferred Shares; and
- ix. a special resolution approving an amendment of Xanthic's articles of incorporation to create a new class of Proportionate Voting Shares.

The foregoing resolutions are referred to herein as the "**Xanthic Resolutions**".

The Board of Directors of the Corporation unanimously recommends that Shareholders vote in favour of the Xanthic Resolutions at the Meeting for the reasons set out in this Circular. You are urged to read this information carefully and, if you require assistance, to consult your own legal, tax, financial or other professional advisor.

We hope that we will have the opportunity to welcome you to this year's Meeting.

Sincerely,

(Signed) "**Tim Moore**"

Tim Moore

Chief Executive Officer & Director

TGIG_OSC000042

XANTHIC BIOPHARMA INC.
NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that an annual and special meeting (the "**Meeting**") of the shareholders ("**Shareholders**") of Xanthic Biopharma Inc. (the "**Corporation**" or "**Xanthic**") will be held at the offices of Fogler, Rubinoff LLP, 77 King Street West, Suite 3000, Toronto, Ontario M5K 1G8, on Friday, November 2, 2018, at 10:00 a.m. (Toronto time), for the following purposes:

1. to receive and consider the audited financial statements of the Corporation as at and for the year ended June 30, 2018, together with the report of the auditors thereon;
2. to appoint MNP LLP as the auditor of the Corporation for the ensuing year and to authorize the board of directors of the Corporation to fix the remuneration of the auditor;
3. to consider, and if deemed advisable, to approve, with or without variation, a special resolution to fix the number of directors for the ensuing year at seven (7), subject to the power of the directors to appoint up to one-third additional directors between annual meetings;
4. to elect the directors of the Corporation;
5. to consider, and if deemed advisable, to approve, with or without variation, a special resolution the full text of which is set forth in the accompanying management information circular (the "**Circular**"), approving the Corporation's proposed transaction with Green Growth Brands Ltd. ("**GGB**"), as more fully described therein (the "**Transaction**");
6. to consider, and if deemed advisable, to approve an ordinary resolution, the full text of which is set forth in the accompanying Circular, to confirm, ratify and approve the advance notice by-law of the Corporation;
7. to consider, and if deemed advisable, to approve, with or without variation, an ordinary resolution, the full text of which is set forth in the Circular, approving the Corporation's equity incentive plan;
8. to consider, and if deemed advisable, to approve, with or without variation, a special resolution, the full text of which is set forth in the accompanying Circular, approving the proposed consolidation of the common shares of the Corporation;
9. to consider, and if deemed advisable, to approve, with or without variation, a special resolution, the full text of which is set forth in the accompanying Circular, authorizing an amendment of the articles of the Corporation to change the name of the Corporation to "Green Growth Brands Ltd." or such other name as may be determined by the board of directors;
10. to consider, and if deemed advisable, to approve, with or without variation, a special resolution, the full text of which is set forth in the accompanying Circular, authorizing an amendment of the articles of the Corporation to eliminate the Corporation's existing class of First Preferred Shares;
11. to consider, and if deemed advisable, to approve, with or without variation, a special resolution, the full text of which is set forth in the accompanying Circular, authorizing an amendment of the articles of the Corporation providing for the creation of a new class of Proportionate Voting Shares; and
12. to transact such other business as may properly come before the Meeting.

The specific details of the matters proposed to be put before the Meeting are set forth in the Circular, which accompanies this Notice of Meeting and forms part hereof.

A shareholder wishing to be represented by proxy at the Meeting or any adjournment thereof must have deposited his, her or its duly executed form of proxy not later than 10:00 a.m. (Toronto time) on October 31, 2018 or, if the Meeting is adjourned, not later than 48 hours, excluding Saturdays, Sundays and holidays, preceding the time of such adjourned Meeting, at the offices of Capital Transfer Agency ULC, 920-390 Bay Street, Toronto ON, M5H 2Y2; (2) by facsimile at (416) 350-5007; (3) via email to investor@capitaltransferagency.com

The participation of its shareholders is very important to the Corporation. Please ensure that the votes attached to your common shares will be exercised at the Meeting.

TGIG_OSC000043

DATED at Toronto, Ontario as of the 12th day of October 2018.

BY ORDER OF THE BOARD OF DIRECTORS

(Signed) "Tim Moore"

Tim Moore

Chief Executive Officer & Director

XANTHIC BIOPHARMA INC.

**MANAGEMENT INFORMATION CIRCULAR
ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS
Dated October 12, 2018, except where otherwise noted**

Solicitation of Proxies

This management information circular (the "Circular") is furnished in connection with the solicitation of proxies by the management of Xanthic Biopharma Inc. ("Xanthic" and/or the "Corporation") for use at the annual and special meeting (the "Meeting") of shareholders (the "Shareholders") to be held on Friday, November 2, 2018 at the offices of Fogler, Rubinoff LLP, 77 King Street West, Suite 3000, Toronto, Ontario, at 10:00 a.m. (Toronto time) and at any adjournment(s) thereof. Solicitation of proxies will be primarily by mail, but may also be carried out by directors, officers, employees or agents of the Corporation personally, in writing, by telephone or by fax. All cost thereof will be borne by the Corporation. Management of the Corporation has therefore prepared this Circular and has sent it to those shareholders who are entitled to receive a notice of meeting.

Shareholders Entitled to Vote

Registered shareholders ("Registered Shareholders") as at the close of business on October 3, 2018 (the "Record Date"), or the person or persons they appoint as their proxies, are entitled to attend and vote on all matters that may properly come before the Meeting in respect of which their vote is required. Each Shareholder of record at the close of business on the Record Date will be entitled to one vote for each common share of the Corporation ("Common Share") held with respect to all matters proposed to come before the Meeting, or any adjournment or postponement thereof, and requiring a vote by Shareholders.

Registered Shareholders are entitled to vote at the Meeting, or any adjournment or postponement thereof, either in person or by proxy. Voting by proxy means that you are giving the person or persons named on your proxy form (your proxyholder) the authority to vote your Common Shares for you at the Meeting or any adjournment(s) or postponement(s) thereof.

Appointment of Proxies and Revocation of Proxies

The individuals named in the enclosed form of proxy will represent management of the Corporation at the Meeting. A Shareholder has the right to appoint a person or company (who need not be a Shareholder), other than the persons designated in the accompanying form of proxy, to represent the Shareholder at the Meeting. Such right may be exercised by inserting the name of such person or company in the blank space provided in the proxy or by completing another proper form of proxy. A Shareholder wishing to be represented by proxy at the Meeting or any adjournment thereof must, in all cases, deposit the completed proxy with Capital Transfer Agency ULC, 920-390 Bay Street, Toronto ON, M5H 2Y2 ("Capital Transfer") by 10:00 a.m. (Toronto Time) on October 31, 2018 or, if the Meeting is adjourned or postponed, at least 48 hours, excluding Saturdays, Sundays and holidays, prior to any adjournment or postponement of the Meeting at which the proxy is to be used, or deliver it to the Chairman of the Meeting on the day of the Meeting or any adjournment thereof prior to the commencement of the Meeting. A proxy should be executed by the registered Shareholder or its attorney duly authorized in writing or, if the registered Shareholder is a corporation, by an officer or attorney thereof duly authorized. Failure to properly complete or deposit a proxy may result in its invalidation.

A Registered Shareholder who has submitted a proxy may revoke it at any time prior to the exercise thereof. If a Registered Shareholder who has given a proxy attends the Meeting in person at which such proxy is to be voted, such person may revoke the proxy and vote in person. In addition to any other manner permitted by law, a proxy may be revoked before it is exercised by an instrument in writing executed in the same manner as a proxy and deposited to the attention of the Chief Financial Officer of the Corporation at the registered office of the Corporation at any time up to and including the last business day preceding the day of the Meeting, or any adjournment thereof, at which the proxy is to be used or with the Chairman of the Meeting on the day of such Meeting or any adjournment thereof and thereupon the proxy is revoked.

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A Registered Shareholder attending the Meeting has the right to vote in person and, if he or she does so, his or her proxy is nullified with respect to the matters such person votes upon and any subsequent matters thereafter to be voted upon at the Meeting or any adjournment thereof.

If you are not a Registered Shareholder, please refer to the section below entitled "*Advice to Beneficial Holders of Common Shares*".

Advice to Beneficial Shareholders of Common Shares

The information set forth in this section is of significant importance to many Shareholders as a substantial number of Shareholders do not hold their Common Shares in their own name and thus are considered non-registered Shareholders (referred to as "**Beneficial Shareholders**"). Beneficial Shareholders should note that only proxies deposited by Shareholders whose names appear on the records of the Corporation as the registered holders of Common Shares can be recognized and acted upon at the Meeting. If Common Shares are listed in an account statement provided to Shareholders by a broker then, in almost all cases, those shares will not be registered in the Shareholder's name on the records of the Corporation. Such Common Shares will more likely be registered under the name of the Shareholder's broker or an agent of that broker or another similar entity (an "**Intermediary**"). Common Shares held in the name of an Intermediary can only be voted by the Intermediary (for or against resolutions or withheld) upon the instructions of the Beneficial Shareholder. Without specific instructions, Intermediaries are prohibited from voting shares.

If you are a Beneficial Shareholder:

Beneficial Shareholders should ensure that instructions respecting the voting of their Common Shares are communicated in a timely manner and in accordance with the instructions provided by their Intermediary. Applicable regulatory rules require Intermediaries to seek voting instructions from Beneficial Shareholders in advance of the Meeting. Every Intermediary has its own mailing procedures and provides its own return instructions to clients, which instructions should be carefully followed by Beneficial Shareholders in order to ensure that their Common Shares are voted at the Meeting.

Most brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**") in the United States and in Canada. Broadridge mails a voting instruction form in lieu of a form of proxy provided by the Corporation. The voting instruction form will name the same persons as the Corporation's form of proxy to represent you at the Meeting. You have the right to appoint a person (who need not be a shareholder of the Corporation), other than the persons designated in the voting instruction form, to represent you at the Meeting. To exercise this right, you should insert the name of the desired representative in the blank space provided in the voting instruction form. The completed voting instruction form must then be returned to Broadridge by mail or facsimile or given to Broadridge by phone or over the internet, in accordance with Broadridge's instructions. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting. **If you receive a voting instruction form from Broadridge, you cannot use it to vote Common Shares directly at the Meeting - the voting instruction form must be completed and returned to Broadridge, in accordance with its instructions, well in advance of the Meeting in order to have the Common Shares voted.**

Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purpose of voting Common Shares registered in the name of their Intermediary, a Beneficial Shareholder may attend at the Meeting as proxyholder for the Intermediary and vote the Common Shares in that capacity. **Beneficial Shareholders who wish to attend the Meeting and indirectly vote their Common Shares as a proxyholder should enter their own names in the blank space on the form of proxy provided to them by their Intermediary and return the same to their Intermediary in accordance with the instructions provided by their Intermediary well in advance of the Meeting.**

Non-registered holders who have not objected to their Intermediary disclosing certain ownership information about themselves to the Corporation are referred to as "non-objecting beneficial owners". Those non-registered holders who have objected to their Intermediary disclosing ownership information about themselves to the Corporation are referred to as "objecting beneficial owners" ("**OBOs**").

This Circular and applicable proxy-related materials are being sent directly to non-objecting beneficial owners pursuant to National Instrument 54-101.

The Corporation does not intend to pay for Intermediaries to deliver the Meeting materials and Form 54-101F7 - Request for Voting Instructions Made by Intermediary to OBOs. As a result, OBOs will not receive the Meeting materials unless their Intermediary assumes the costs of delivery.

Interest of Certain Persons or Companies in Matters to Be Acted Upon

Other than as described herein, the Corporation is not aware of: (i) any person who has been a director or executive officer of the Corporation at any time since the beginning of the last financial year; (ii) a nominee for election as a director of the Corporation at the Meeting; or (iii) any associate or affiliate of any such director or executive officer or nominee, who has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting.

Use of Discretionary Power Conferred By the Proxies

Common Shares represented by proxies in favour of management nominees will be voted in accordance with the instructions of the Shareholder on any ballot that may be called for and, if a Shareholder specifies a choice with respect to any matter to be acted upon at the Meeting, the shares represented by proxy shall be voted accordingly. Where no choice is specified, the proxy will confer discretionary authority and will be voted FOR all matters proposed by management at the Meeting. The enclosed form of proxy also confers discretionary authority upon the persons named therein to vote with respect to any amendments or variations to the matters identified in the notice with respect to this Meeting and with respect to any other matters which may properly come before the Meeting in such manner as the nominee in his judgment may determine. At the date hereof, management of the Corporation knows of no such amendments, variations or other matters to come before the Meeting.

Voting Securities and Principal Holders of Voting Securities

The authorized share capital of the Corporation consists of an unlimited number of Common Shares without par value. As at the date hereof, 57,746,547 Common Shares without par value are issued and outstanding. Each Common Share carries the right to one vote at any ballot taken at any meeting of the shareholders. Only shareholders of record of the Corporation at the close of business on the Record Date or their duly authorized agents are entitled to attend and vote at the Meeting.

To the knowledge of the directors and executive officers of the Corporation, no person beneficially owns, or controls or directs, directly or indirectly, Common Shares carrying in excess of 10% of the voting rights attached to all outstanding Common Shares as at the date of this Circular.

Currency

All references to dollars or \$ are in Canadian dollars unless otherwise noted.

PARTICULARS OF MATTERS TO BE ACTED UPON

Financial Statements

The shareholders will receive and consider the audited financial statements of the Corporation for the year ended June 30, 2018, together with the auditor's report hereon.

Appointment of Auditors

Management recommends the appointment of MNP LLP, Chartered Accountants ("MNP"), of Toronto, Ontario, as the auditor of the Corporation to hold office until the close of the next annual meeting of the Shareholders, or until their successor is appointed by the Board. MNP was appointed as the auditor of the Corporation on January 10, 2018, after the previous auditor, Wasserman Ramsay LLP, resigned.

Common Shares represented by proxies in favour of the management nominees will be voted FOR the appointment of MNP LLP, Chartered Accountants, as the auditor of the Corporation and authorizing the directors of the Corporation to fix their remuneration, unless a Shareholder has specified in his proxy that his Common Shares are to be withheld from voting on the appointment of the auditor.

Audit Fees

The aggregate fees billed by the Corporation's external auditors for professional services rendered for the audit of the consolidated financial statements of the Corporation and its subsidiaries were \$37,450 for the fiscal year ended June 30, 2018.

Audit Related Fees

The aggregate fees (including reimbursed expenses) billed by the Corporation's external auditors for services related to the audit or review of the Corporation's financial statements were \$21,000 in 2018.

Tax Fees

The aggregate fees (including reimbursed expenses) billed by the Corporation's external auditors for the preparation of corporate tax returns, tax compliance, tax advice and tax planning services were \$Nil in the fiscal year ended June 30, 2018.

All Other Fees

The aggregate fees, including expenses reimbursed, billed by the Corporation's external auditors for services rendered to the Corporation and its subsidiaries, other than the services described above, were \$Nil in the fiscal year ended June 30, 2018.

Number of Directors

The articles of incorporation of the Corporation provide that the board of directors of the Corporation (the "Board") shall consist of a minimum of one and a maximum of fifteen directors. Currently, the Board has seven directors. The Corporation wishes to fix the number of directors at seven, subject to the power of the directors to appoint up to one-third additional directors between annual meetings (the "Resolution Fixing the Number of Directors").

From time to time, the Board identifies individuals who could make a valuable contribution to the Corporation as a director. By adopting the proposed Resolution Fixing the Number of Directors, this will allow the Board, prior to the next annual general meeting, to change the number of directors and appoint additional directors to augment the Board with different skills and expertise, with a view to enhancing value for the Shareholders.

At the Meeting, Shareholders will be asked to approve a special resolution fixing the number of directors at seven, subject to the power of the directors to appoint up to one-third additional directors between annual meetings, in the form set out below. The approval of the special resolution requires the affirmative vote of sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the votes cast by Shareholders present in person or represented by proxy at the Meeting.

"BE IT RESOLVED, AS A SPECIAL RESOLUTION, THAT:

- (a) the number of directors of the Corporation be fixed at seven, subject to the power of the directors to appoint up to one-third additional directors between annual meetings; and
- (b) any director or officer of the Corporation be and each of them is hereby authorized to do such things and to execute and deliver all such documents that such director or officer may, in his discretion, determine to be necessary or useful in order to give full effect to the intent and purpose of this resolution."

Based on the foregoing, the Board unanimously recommends that Shareholders vote FOR the Resolution Fixing the Number of Directors set out above.

Common Shares represented by proxies in favour of management nominees will be voted FOR the Resolution Fixing the Number of Directors unless a Shareholder has specified in his, her or its proxy that such Common Shares are to be voted against such resolution.

Election of Directors

The articles of incorporation of the Corporation provide that the Board shall consist of a minimum of one and a maximum of fifteen directors. Provided that Shareholders shall have approved the Resolution Fixing the Number of Directors at the Meeting, the directors have determined that there will be seven persons elected to the Board at the Meeting.

1. Management proposes that each of the persons named below be nominated at the Meeting for re-election or election, as the case may be, as directors of the Corporation to serve, until the next annual meeting of Shareholders or until his or her successor is elected or appointed. Management does not contemplate that any of the nominees will be unable to serve as a director. However, if a nominee should be unable to so serve for any reason prior to the Meeting, the persons named in the enclosed form of proxy reserve the right to vote for another nominee in their discretion. Common Shares represented by proxies in favour of management nominees will be voted FOR the election of all of the nominees whose names are set forth below, unless a Shareholder has specified in his proxy that his Common Shares are to be withheld from voting on the election of directors.
2. The following table and the notes thereto state the names of all persons to be nominated for election as directors, all other positions or offices with the Corporation now held by them, their principal occupations of employment, the year in which they became directors for the Corporation, the approximate number of Common Shares beneficially owned, or controlled, directly or indirectly, by each of them, as of the date hereof.

Common Shares represented by proxies in favour of the management nominees will be voted FOR the appointment of each of the nominees as a director of the Corporation, unless a Shareholder has specified in his proxy that his Common Shares are to be withheld from voting for any or all of the nominees⁽¹⁾.

Name and Province of Residence	Principal occupation during past five years	Year first became director	Number of Common Shares Beneficially Owned, or Controlled
Tim Moore Chief Executive Officer and Director Unionville, ON	CEO of Xanthic; Managing Director of Brita GmbH North America	December 15, 2017	1,550,000
Igor Galitsky ⁽¹⁾ President and Director Thornhill, ON	President of the Issuer; Entrepreneur and consultant to the cannabis industry	July 11, 2018	3,828,332
Jean Schottenstein Director Columbus, OH	Trustee, Columbus Museum of Art; Founder, Beit Ohr Community Domestic Violence	July 11, 2018	Nil

	Program		
Peter Horvath Director New Albany, OH	CEO of GGB; CEO of Mission Essential Personnel	July 11, 2018	Nil
Steve Stoute (1) Independent Director New York, NY	Founder and CEO of Translation	July 11, 2018	Nil
Carli Posner (1) (2) (3) Independent Director Toronto, ON	Film producer at Notable Life	February 16, 2018	200,000
Marc Lehmann Independent Director Miami, FLA	Managing Member of Flamingo Drive Partners, LLC; General Partner at Riverloft Capital Management	July 11, 2018	Nil

Notes:

- (1) Reference to Common Shares in this section refers to the post-consolidated shares of the Resulting Issuer.
- (2) Members of the Audit Committee.
- (3) Chair of the Audit Committee.

Biographies of Directors Nominees

Tim Moore (Age 60), Chief Executive Officer & Director

Mr. Moore has been the Chief Executive Officer of the Xanthic since December 2017. Mr. Moore has over 30 years of experience in various consumer products companies, including 18 years with The Clorox Company, a NYSE-listed company. Prior to working with The Clorox Company, Mr. Moore was the Managing Director, North America, for Brita GmbH, a privately held German manufacturer of water filters. Previous to Brita, Mr. Moore was the Chief Operating Officer for Synnex, a NYSE-listed electronics distribution company. Mr. Moore holds a Bachelor of Arts (Economics) from Western University and a Master of Business Administration from the Richard Ivey School of Business.

Igor Galitsky (Age 46), President & Director

Mr. Galitsky has been President of Xanthic since December 2017. Mr. Galitsky was one of the first applicants to receive a license under the Marijuana Medical Access Regulations for both personal and designated production in Canada. Mr. Galitsky has developed and refined over the last seven years the production and extraction processes for cannabis. In addition, Mr. Galitsky has been consulting various licensed producers in Canada on scaling and refining their extraction and secondary processes.

Jean Schottenstein (Age 62), Director

Mrs. Schottenstein will serve as a director on Xanthic's Board. Mrs. Schottenstein serves on the Board of Trustees of the Columbus Museum of Art, is Co-Chair of Congregation Torat Emet/Main Street Synagogue, and is Chair of "Defining Moments," a group dedicated to leadership development. She is also on the Board of Trustees of Nishmat – the Jerusalem Center for Advanced Torah Study for Women and has co-chaired the recently completed Columbus

Community Mikvah Capital Campaign. She has previously served on the Boards of Trustees of Central Ohio State of Israel Bonds and Columbus Torah Academy; Chairperson of the Columbus Jewish Federation's Women's Division for their annual appeal; and the Board of Trustees of "I know I can". Mrs. Schottenstein is deeply committed to issues relating to women's health, education and increasing awareness of domestic violence. To that end, she created "Beit Ohr", a community program designed to help meet the needs of victims of domestic violence within the Jewish community and serves as Honorary Chair of the National Council of Jewish Women's "Women of Valor" program. Mrs. Schottenstein attended Indiana University and is a graduate of Ohio State University with a Bachelor of Science in Accounting and a Master of Science in Psychology from the University of Phoenix.

Peter Horvath (Age 61), Director

Mr. Horvath will serve as a director on Xanthic's Board. Mr. Horvath currently serves as the Chief Executive Officer of Green Growth Brands LLC, doing business as Green Growth Brands Ltd., a lifestyle oriented, consumer products company that celebrates health, wellness and happiness. Mr. Horvath has 35 years of executive management experience with specialty brand retailers such as American Eagle Outfitters, DSW, and Victoria's Secret Stores at L Brands. From 2012 to 2015, Mr. Horvath served as Chief Executive Officer of Mission Essential Personnel, a defense contractor focusing on intelligence solutions. Mr. Horvath received his Bachelor of Business Administration, Business, Management, Marketing, and Related Support Services from Boston University, School of Management.

Marc Lehmann (Age 46), Independent Director

Mr. Lehmann will serve as an independent director on Xanthic's Board. Mr. Lehman is currently the Managing Member of Flamingo Drive Partners, LLC, an investment firm involved in public markets, real estate and start-up investing. Prior to that, Mr. Lehmann was the General Partner at Riverloft Capital Management from 2011 to 2016. From 2002 to 2010, Mr. Lehmann was a Partner and Director of Research at JANA Partners, a hedge fund. Earlier in his career, he was an Analyst at Appaloosa Management, from 1999 to 2002, sourcing and analyzing distressed special situations investments for the opportunistic hedge fund portfolio and began his career as an Analyst at Morgan Stanley and Lehman Brothers. Mr. Lehmann completed his Master of Business Administration at The Wharton Business at the University of Pennsylvania. Mr. Lehmann has a Bachelor of Science in Finance and International Business from New York University.

Steve Stoute (Age 48), Independent Director

Mr. Stoute will serve as an independent director on Xanthic's Board. Mr. Stoute is the founder and Chief Executive Officer of Translation, a marketing agency. In 2017, Mr. Stoute joined United Masters, a data-driven digital distribution company helping music artist grow and manage their fan bases. In 2009 the American Advertising Federation inducted Mr. Stoute into the Advertising Hall of Achievement, and he was named "Executive of the Year" by Advertising Age in 2013.

Carli Posner (Age 35), Independent Director

Ms. Posner has served as an independent director on the Issuer Board since February 2018 and will continue to serve as an independent director on the Resulting Issuer Board. Ms. Posner is the Co-CEO and Principal of Notable Life, a media company that reaches over 1.2 million high-earning millennials across Canada. Prior to Notable, she was the executive producer of the hit show, *Hockey Wives*, overseeing many departments including premium sponsors and media strategy. Ms. Posner has spent a significant portion of her career in Los Angeles, working in film finance and production. She is the leading talent packager in our country and has worked with top stars including George Clooney, Coldplay, Drew Barrymore, Jamie Oliver and Wayne Gretzky, to name a few. During Ms. Posner's career, she has generated over C\$100 million dollars of sponsorships and endorsements in the Canadian marketplace with top brands including MasterCard®, Corvette®, Scotiabank®, BMW® and LG®.

Corporate Cease Trade Orders or Bankruptcies

No director or proposed director of the Corporation is, or has been within the past ten years, a director, chief executive officer or chief financial officer of any other corporation that, while such person was acting in that capacity:

was the subject of a cease trade order, an order similar to a cease trade order or an order that denied the Corporation access to any exemptions under securities legislation, and that was in effect for a period of more than 30 consecutive days; or

was the subject of a cease trade order, an order similar to a cease trade order or an order that denied the Corporation access to any exemptions under securities legislation, that was issued after that individual ceased to be a director or chief executive officer or chief financial officer and which resulted from an event that occurred while such person was acting in a capacity as a director, chief executive officer or chief financial officer.

No director or proposed director of the Corporation is, or has been within the past ten years, a director or executive officer of any other corporation that, while such person was acting in that capacity, or within a year of that individual ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

Individual Bankruptcies

No director or proposed director of the Corporation is or has, within the ten years prior to the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that individual.

Penalties or Sanctions

No director or proposed director of the Corporation has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority. No director or proposed director of the Corporation has been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

Conflicts of Interest

To the best of GGB's and the Issuer's knowledge, there are no known existing or potential conflicts of interest among the Resulting Issuer, proposed directors, executive officers or other members of management of the Resulting Issuer as a result of their outside business interests other than the lease agreement dated as of July 10, 2018, as amended, between GGB and Schottenstein Property Group and certain product testing agreements with DSW®, except that certain proposed directors and officers may serve as directors and officers of other companies, and therefore it is possible that a conflict may arise between their duties to the Resulting Issuer and their duties as a director or officer of such other companies.

Transaction with Green Growth Brands Ltd.

In June 2018, representatives of the Corporation and Green Growth Brands Ltd. ("GGB"), a corporation incorporated pursuant to the laws of Ontario, discussed at arm's length the merits of a potential business combination. Recognizing the potential benefit such a transaction would bring to its shareholders, management of the Corporation entered into a binding letter agreement (the "LOI") with management of GGB on July 9, 2018. The LOI also provided for the acquisition by GGB Nevada LLC ("GGB Nevada"), a wholly-owned subsidiary of the Corporation, of 95% of the issued and outstanding membership interests of Nevada Organic Remedies LLC ("NOR"), a vertically integrated medical and retail marijuana company based in Las Vegas, Nevada, and the obligation to acquire the remaining 5% of the issued and outstanding membership interests for aggregate consideration of \$56.75 million (the "NOR Acquisition").

Business Combination Agreement

On July 13, 2018, the Corporation and GGB entered into an agreement (the "**Business Combination Agreement**"), to complete a business combination, pursuant to which a wholly-owned subsidiary of the Corporation ("**Subco**"), will acquire all of the issued and outstanding securities of GGB by way of a three-cornered amalgamation transaction (the "**Transaction**"). The completion of the Transaction will be effected pursuant to an amalgamation agreement (the "**Amalgamation Agreement**") between GGB, Subco and the Corporation in the form of amalgamation agreement attached as Schedule "A" to the Business Combination Agreement.

On August 30, 2018, Xanthic and GGB entered into an amending agreement in order to amend the Business Combination Agreement in a number of ways, including:

- a) to revise the Consolidation ratio from 4.07:1 to approximately 4.07:1;
- b) to include and revise certain definitions in order to contemplate the issuance of the GGB Convertible Debentures pursuant to the terms of the GGB Convertible Debenture Indenture; and
- c) to reference the GGB Shareholders Agreement, which shall terminate immediately upon completion of the Business Combination.

The Corporation and GGB intend to amend and restate the Business Combination Agreement and Amalgamation Agreement in order to, among other things, contemplate the exchange of GGB Proportionate Shares (as defined below) and GGB Proportionate Warrants (as defined below) from All Js Greenspace LLC ("**Greenspace**") for proportionate voting shares of Xanthic ("**Xanthic PVS**") and proportionate warrants of Xanthic ("**Xanthic PVS Warrants**"), respectively.

GGB will acquire an aggregate principal amount of C\$27,500,000 of its outstanding 12.00% unsecured convertible debentures (the "**GGB Convertible Debentures**") from Greenspace. The GGB Convertible Debentures were issued pursuant to the terms of a convertible debenture indenture dated August 30, 2018 between GGB and Capital Transfer Agency ULC and have a maturity date of March 1, 2019. In consideration for such acquisition, GGB will then issue to Greenspace C\$27,500,000 aggregate principal amount of 12.00% unsecured convertible debentures of GGB (the "**GGB Greenspace Debentures**"). On the closing date of the Transaction, each GGB Greenspace Debenture will be converted into units of GGB (the "**GGB Greenspace Units**"), each GGB Greenspace Unit being comprised of one (1) proportionate voting share in the capital of GGB (the "**GGB Proportionate Shares**") and one-half (1/2) of one GGB proportionate share purchase warrant (the "**GGB Proportionate Warrants**"). The GGB Proportionate Shares and the GGB Proportionate Warrants will then be exchanged for Xanthic PVS and Xanthic PVS Warrants, respectively. The issuance of the GGB Greenspace Debentures is necessary in order to ensure the Corporation is able to meet the definition of "foreign private issuer", as such term is defined in Rule 405 of Regulation C under the U.S. *Securities Act of 1933*.

NOR Transaction

Following the completion of its due diligence review, GGB Nevada entered into a purchase agreement dated July 13, 2018 (the "**NOR Agreement**") with NOR and its members (the "**NOR Members**"), which has been filed by Xanthic with the Canadian securities regulatory authorities and is available at www.sedar.com.

To complete the NOR Acquisition, GGB Nevada was required to make a payment of a USD\$2 million deposit (the "**NOR Deposit**") upon the execution of the NOR Agreement and an initial cash payment of US\$30 million (the "**NOR Closing Payment**") on closing of the NOR Acquisition. To satisfy the NOR Deposit, Xanthic issued a promissory note in favour of GGB in the principal amount of USD\$2 million (the "**Deposit Promissory Note**"). To satisfy the NOR Closing Payment, Xanthic and GGB entered into a loan agreement (the "**Loan Agreement**") pursuant to which GGB loaned USD\$30,347,500 to Xanthic (the "**Loan**"). In addition, on closing of the NOR Acquisition, GGB Nevada was required to deliver to the NOR Members a secured promissory note in the principal amount of US\$21,565,000. The initial closing occurred on September 4, 2018, and is subject to GGB delivering to Andrew Jolley cash or an equivalent number of share consideration in Resulting Issuer Shares in the amount US\$2,837,500.

Upon completion of the Transaction, the Corporation will carry on the business currently conducted by NOR. The Transaction constitutes a "Fundamental Change" under Policy 8 of the Canadian Securities Exchange (the "**CSE**") and is therefore subject to approval by a majority of the votes cast by Shareholders eligible to vote on the resolution at the Meeting and CSE approval. The Corporation has submitted a draft listing statement (Form 2A) (the "**Listing Statement**"), attached hereto as Schedule "B", in respect of the proposed Transaction to the CSE for review and completion of the Fundamental Change and the Transaction remains subject to receipt of CSE approval. Upon receipt of both CSE and Shareholder approval of the Transaction, the Corporation proposes to change its name to "Green Growth Brands Ltd." or such other name as may be determined by the Board, subject to applicable regulatory approval.

For ease of reference, disclosure of the details of the Transaction, including details regarding the Corporation, GGB and the Resulting Issuer, are provided in Schedule "B" to this Circular.

The CSE will not approve a "Fundamental Change" or change of business proposed for an issuer that has been listed for a period of less than 12 months unless the issuer obtains approval from the majority of the minority of uninterested Shareholders ("**Majority of Minority Approval**"). This means that the following Shareholders are deemed to be interested persons and are excluded from voting on the Transaction Resolution (as defined below): (a) a Related Entity of the Corporation; (b) a partner, director or officer of the Corporation or Related Entity; (c) a promoter of or person who performs Investor Relations Activities for the Corporation or Related Entity; and (d) any person that beneficially owns, either directly or indirectly, or exercises voting control or direction over at least 10% of the total voting rights attached to all voting securities of the Corporation or Related Entity. Defined terms mentioned in this paragraph but not otherwise defined in this Circular have the meanings given to such terms in Policy 1 of the Exchange.

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, to approve and authorize the following resolutions in respect of the Transaction (the "**Transaction Resolution**"):

"BE IT RESOLVED, AS A SPECIAL RESOLUTION, THAT:

1. the business combination transaction (the "**Transaction**") between Green Growth Brands Ltd. ("**GGB**") and the Corporation pursuant to the terms of a business combination agreement (the "**Business Combination Agreement**") dated July 13, 2018 between GGB and the Corporation, as amended, and as described in the management information circular of the Corporation dated October 12, 2018 be and the same are hereby ratified and approved;
2. the amalgamation agreement (the "**Amalgamation Agreement**") among the Corporation, Subco, and GGB, and the actions of the officers of the Corporation in executing and delivering the Amalgamation Agreement and any amendments thereto, are hereby ratified and approved;

3. notwithstanding that this resolution has been passed (and the Transaction adopted) by the shareholders of the Corporation, the directors of the Corporation are hereby authorized and empowered, without further notice to, or approval of, the shareholders of the Corporation:
 - (a) to amend the Business Combination Agreement or the Amalgamation Agreement to the extent permitted by the Amalgamation Agreement; or
 - (b) subject to the terms of the Amalgamation Agreement, not to proceed with the Amalgamation;
4. any one director or officer of the Corporation is hereby authorized and directed for and on behalf of the Corporation to execute, whether under corporate seal of the Corporation or otherwise, and to deliver such documents as are necessary or desirable to give effect to the Transaction; and
5. any one director or officer of the Corporation is hereby authorized, for and on behalf and in the name of the Corporation, to execute and deliver, whether under corporate seal of the Corporation or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to the foregoing resolutions and the Amalgamation Agreement, including:
 - (a) all actions required to be taken by or on behalf of the Corporation, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and
 - (b) the signing of the certificates, consents and other documents or declarations required under the Amalgamation Agreement or otherwise to be entered into by the Corporation."

The Board unanimously determined that the Transaction is fair to Shareholders, is in the best interests of the Corporation and the Shareholders and authorized the submission of the Transaction to Shareholders for approval.

The Board has unanimously approved the Transaction and recommends that Shareholders vote FOR the Transaction Resolution. In order to pass the above Transaction Resolution, a special majority consisting of at least sixty-six and two-thirds percent (66 ⅔%) of the votes cast by Shareholders, present in person or by proxy at the Meeting, is required. Unless the Shareholder has specified in the enclosed form of proxy that the Common Shares represented by such proxy are to be voted against the Transaction Resolution, the persons named in the enclosed form of proxy will vote FOR the Transaction Resolution.

Advance Notice By-Law

At the Meeting, Shareholders will be asked to pass an ordinary resolution approving the adoption by the Board on October 12, 2018 of an advance notice by-law of the Corporation (the "Advance Notice By-Law") relating to the nomination of directors of the Corporation.

The Corporation believes that the Advance Notice By-Law will ensure that the directors and management of the Corporation and the Shareholders receive adequate notice of director nominations and sufficient information about the nominees to make an informed decision when electing directors at a general and annual meeting of Shareholders or a special meeting of Shareholders. The Advance Notice By-Law will also facilitate an orderly and efficient meeting process.

Among other things, the Advance Notice By-Law includes requirements for when a Shareholder must submit a notice of director nomination to the Corporate Secretary of the Corporation and what information with respect to the nominee must be included in the Notice of Nomination.

The Board may, in its sole discretion, waive any requirement in the Advance Notice By-Law.

The text of the resolution to approve the Advance Notice By-Law will be presented as follows, with or without modification (the "Advance Notice By-Law Resolution"):

"BE IT RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

- a) the advance notice by-law of the Corporation, in the form set forth in Schedule "E" to the management information circular of the Corporation dated October 12, 2018 (the "Advance Notice By-Law"), be and the same is hereby authorized and approved;
- b) the board of directors of the Corporation be and is authorized to make any changes to the Advance Notice By-Law if required by any such stock exchange or market upon which the common shares of the Corporation may be listed from time to time; and
- c) any director or officer of the Corporation is hereby authorized to do such things and to sign, execute and deliver all documents that such director or officer may, in their sole discretion, determine to be necessary in order to give full effect to the intent and purpose of this resolution."

In the absence of contrary instructions, the persons named in the accompanying Form of Proxy intend to vote the Common Shares represented thereby in favour of the Advance Notice By-law Resolution.

Approval of Equity Incentive Plan

The Board is requesting shareholder approval and ratification of its new stock option plan (the "Equity Incentive Plan"). The Equity Incentive Plan provides flexibility to the Corporation to grant equity-based incentive awards in the form of options, deferred share units and restricted share units (as described in further detail below) to attract, retain and motivate qualified directors, officers, key employees and consultants of the Corporation and its subsidiaries.

Below is a summary of the key terms of the Equity Incentive Plan, which is qualified in its entirety by reference to the full text of the Equity Incentive Plan, attached hereto as Schedule "D".

Common Shares Subject to the Equity Incentive Plan

Subject to the adjustment provisions provided for in the Equity Incentive Plan, the total number of Common Shares reserved for issuance pursuant to awards granted under the Equity Incentive Plan shall not exceed 10% of the issued and outstanding Common Shares from time to time.

Administration of the Equity Incentive Plan

The plan administrator of the Equity Incentive Plan (the "Plan Administrator") will be determined by the Board, and will initially be the Board as a whole, but may in the future be delegated to a committee of the Board as may be established by the Board from time to time. The Plan Administrator will determine which employees, directors, officers or consultants are eligible to receive awards under the Equity Incentive Plan. In addition, the Plan Administrator will interpret the Equity Incentive Plan and may adopt administrative rules, regulations, procedures and guidelines governing the Equity Incentive Plan or any awards granted under the Equity Incentive Plan as it deems to be appropriate.

Types of Awards

The following types of awards may be made under the Equity Incentive Plan: stock options, restricted share units and deferred share units. All of the awards described below are subject to the conditions, limitations, restrictions, exercise price, vesting, settlement and forfeiture provisions determined by the Plan Administrator, in its sole discretion, subject to such limitations provided in the Equity Incentive Plan, and will generally be evidenced by an award agreement. In addition, subject to the limitations provided in the Equity Incentive Plan and in accordance

with applicable law, the Plan Administrator may accelerate or defer the vesting, settlement or payment of awards, cancel or modify outstanding awards, and waive any condition imposed with respect to awards or Common Shares issued pursuant to awards.

1. Stock Options

A stock option is a right to purchase Common Shares upon the payment of a specified exercise price as determined by the Plan Administrator at the time the stock option is granted. Subject to certain adjustments and whether the Common Shares are then trading on any stock exchange, the exercise price shall be not less than the volume weighted average closing price of the Common Shares for the five days immediately preceding the date of grant (the "Market Price"). The Plan Administrator shall have the authority to determine the vesting terms applicable to the grants of options. Subject to any accelerated termination as set forth in the Equity Incentive Plan, each stock option expires on the date that is the earlier of ten years from the date of grant or such earlier date as may be set out in the participant's award agreement.

No Common Shares will be issued or transferred upon the exercise of stock options in accordance with the terms of the grant until full payment therefor has been received by the Corporation.

2. Restricted Share Units

A restricted share unit is a unit equivalent in value to a Common Share credited by means of a bookkeeping entry in the books of the Corporation which entitles the holder to receive one Common Share for each restricted share unit after a specified vesting period determined by the Plan Administrator. The number of restricted share units (including fractional restricted share units) granted at any particular time is determined by dividing (a) the aggregate dollar value of the applicable grant, by (b) the Market Price of a Common Share on the date of grant. Upon settlement, holders will receive (a) one fully paid and non-assessable Common Share in respect of each vested restricted share unit, or (b) subject to the approval of the Plan Administrator, a cash payment. The cash payment is determined by multiplying the number of restricted share units redeemed for cash by the Market Price of the Common Share on the date of settlement.

3. Deferred Share Units

A deferred share unit is a unit equivalent in value to a Common Share credited by means of a bookkeeping entry in the books of the Corporation which entitles the holder to receive one Common Share for each deferred share unit on a future date, generally upon termination of service to the Corporation. The number of deferred share units (including fractional deferred share units) granted at any particular time is determined by dividing (a) the aggregate dollar value of the applicable grant, by (b) the Market Price of a Common Share on the date of grant. Upon settlement, holders will receive (a) one fully paid and non-assessable Common Share in respect of each vested deferred share unit, or (b) subject to the approval of the Plan Administrator, a cash payment. The cash payment is determined with reference to the Market Price in the same manner as with the restricted share units.

4. Dividend Equivalents

Restricted share units and deferred share units shall be credited with dividend equivalents in the form of additional restricted share units and deferred share units, as applicable. Dividend equivalents shall vest in proportion to, and settle in the same manner as, the awards to which they relate. Such dividend equivalents shall be computed by dividing: (a) the amount obtained by multiplying the amount of the dividend declared and paid per Common Share by the number of restricted share units and deferred share units, as applicable, held by the participant on the record date for the payment of such dividend, by (b) the Market Price at the close of the first business day immediately following the dividend record date, with fractions computed to three decimal places.

Black-out Periods

If an award expires during, or within five business days after, a trading black-out period imposed by the Corporation to restrict trades in its securities, then, notwithstanding any other provision of the Equity Incentive Plan, unless the delayed expiration would result in tax penalties, the award shall expire ten business days after the trading black-out period is lifted by the Corporation.

Terminations

All awards granted under the Equity Incentive Plan will expire on the date set out in the applicable award agreement, subject to early expiry in certain circumstances, provided that in no circumstances will the duration of an award granted under the Equity Incentive Plan exceed 10 years from its date of grant.

Termination of Employment or Services

The following table describes the impact of certain events that may, unless otherwise determined by the Plan Administrator or as set forth in an award agreement, lead to the early expiry of awards granted under the Equity Incentive Plan:

Event	Provisions
For all Participants	
In the case of death or disability	Acceleration of vesting of all unvested awards
Voluntary resignation	Forfeiture of all unvested awards
Termination for cause	
Termination other than for cause	Acceleration of vesting of a prorated portion of all unvested awards Forfeiture of all other unvested awards

Non-Transferability of Awards

Subject to certain exceptions provided under the Equity Incentive Plan, and unless otherwise provided by the Plan Administrator, and to the extent that certain rights may pass to a beneficiary or legal representative upon death of a participant, by will or as required by law, no assignment or transfer of awards granted under the Equity Incentive Plan, whether voluntary, involuntary, by operation of law or otherwise, is permitted.

Resolution

Shareholders will be asked to consider and if deemed advisable, pass, with or without variation, an ordinary resolution to approve the Equity Incentive Plan (the "**Equity Incentive Plan Resolution**").

The text of the Equity Incentive Plan Resolution to be considered at the Meeting will be substantially as follows:

"BE IT RESOLVED, AS AN ORDINARY RESOLUTION, THAT:

1. the stock option plan (the "**Equity Incentive Plan**") of Xanthic Biopharma Inc. (the "**Corporation**") in the form set out as Schedule "D" to the Corporation's management information circular dated October 12, 2018 is hereby ratified, approved and adopted as the stock option plan of the Corporation;

2. the form of the Equity Incentive Plan may be amended in order to satisfy the requirements or requests of any regulatory authorities without requiring further approval of the shareholders of the Corporation;
3. the issued and outstanding stock options previously granted by the Corporation shall be continued under and governed by the Equity Incentive Plan;
4. the shareholders of the Corporation hereby expressly authorize the board of directors to revoke this resolution before it is acted upon without requiring further approval of the shareholders in that regard; and
5. any director or officer of the Corporation be and he or she is hereby authorized and directed, for and acts on behalf of the Corporation, to execute and deliver all such documents and to do all such other or things as he or she may determine to be necessary or advisable to give effect to this resolution, the execution of any such document or the doing of any such other act or thing being conclusive evidence of such determination."

The Board recommends that shareholders vote in favour of the Equity Incentive Plan Resolution as set out above.

PROXIES RECEIVED IN FAVOUR OF MANAGEMENT WILL BE VOTED FOR THE APPROVAL OF THE EQUITY INCENTIVE PLAN RESOLUTION UNLESS A SHAREHOLDER HAS SPECIFIED IN THE PROXY THAT HIS, HER OR ITS COMMON SHARES ARE TO BE VOTED AGAINST SUCH RESOLUTION.

Share Consolidation

The Corporation seeks Shareholder approval at the Meeting for a special resolution to consolidate all of the issued and outstanding Common Shares (the "Consolidation ") on the basis of one post-Consolidation Common Share for approximately every four (4) pre-Consolidation Common Shares, or a ratio that is less at the discretion of the Board, with the Consolidation to be implemented by the Board at any time prior to the next annual meeting of the Shareholders (the "Consolidation Resolution"). On completion of the Consolidation, on an approximately 4:1 basis, the 57,746,547 Common Shares that are currently issued and outstanding would be consolidated into approximately 14,436,636 post-Consolidation Common Shares. The Consolidation remains subject to all required regulatory approvals.

Reasons for the Consolidation

Management of the Corporation expects that the Consolidation will provide flexibility in the capital structure of the Corporation in order to facilitate raising capital in the future while keeping the Corporation's capital structure manageable.

Effect of Consolidation

If approved and implemented, the Consolidation will occur simultaneously for all of the Corporation's issued and outstanding Common Shares and will occur immediately following the completion of the Transaction.

No fractional Common Shares of the Corporation will be issued if, as a result of the Consolidation, a Shareholder would otherwise be entitled to a fractional share. Instead, any fractional Common Shares resulting from the Consolidation will be rounded down to the nearest whole share if the fraction is less than one-half of a share and will be rounded up to the nearest whole share if the fraction is at least one-half or a share.

The implementation of the Consolidation would not affect the total Shareholders' equity of the Corporation or any components of Shareholders' equity as reflected on the Corporation's financial statements except to change the number of issued and outstanding Common Shares to reflect the Consolidation.

Effect on Convertible Securities

The exercise or conversion price and/or the number of Common Shares issuable under any outstanding convertible securities, including under outstanding Options, warrants, rights, and any other similar securities will be proportionately adjusted upon the implementation of the Consolidation, in accordance with the terms of such securities, on the same basis as the consolidation of the Common Shares.

Certain Risks Associated with the Consolidation

There can be no assurance that the total market capitalization of the Corporation (the aggregate value of all Common Shares at the market price then in effect) immediately after the Consolidation will be equal to or greater than the total market capitalization immediately before the Consolidation.

Implementation

The Consolidation Resolution provides that the Board is authorized, in its sole discretion, to determine not to proceed with the proposed Consolidation without further approval of the Shareholders of the Corporation. The Board is authorized to revoke the Consolidation Resolution in its sole discretion without further approval of the Shareholders of the Corporation at any time prior to implementation of the Consolidation.

If the Consolidation Resolution does proceed, registered holders of Common Shares should complete the letter of transmittal accompanying this Circular providing instructions with respect to exchanging their certificates representing pre-Consolidation Common shares for post-Consolidation Common Shares. The Corporation will issue a news release after the Meeting to advise of the results of the Meeting and, if appropriate, the expected timing for the commencement of trading of the post-Consolidation Common Shares on the CSE.

Shareholder Approval

In accordance with the *Business Corporations Act* (Ontario), the resolution approving the Consolidation must be approved by a majority of not less than sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the votes cast by the Shareholders represented at the Meeting in person or by proxy.

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, to approve and authorize the following resolutions in respect of the Consolidation:

"BE IT RESOLVED, AS A SPECIAL RESOLUTION, THAT:

- (a) the Board be authorized, subject to approval of the applicable regulatory authorities, to take such actions as are necessary to consolidate, at any time following the date of this resolution but prior to the next annual meeting of shareholders of the Corporation, all of the issued and outstanding Common Shares on the basis that approximately four (4) pre-consolidation Common Shares, or a ratio that is less at the discretion of the Board, be consolidated into one (1) post-consolidation Common Share;
- (b) despite the foregoing authorization, the Board may, at its absolute discretion, determine when such consolidation will take place and may further, at its discretion, determine not to effect such consolidation of all of the issued and outstanding Common Shares, in each case without requirement for further approval, ratification or confirmation by the Shareholders;
- (c) notwithstanding the foregoing, the Board is hereby authorized, without further approval of or notice to the Shareholders, to revoke this special resolution at any time before it is acted upon; and

- (d) any one or more directors and officers of the Corporation be authorized to perform all such acts, deeds and things and execute all such documents and other writings, as may be required to give effect to this special resolution."

The foregoing special resolution permits the directors of the Corporation, without further approval by the Shareholders, to proceed with the Consolidation Resolution at any time following the date of this Meeting but prior to the next annual meeting of the Shareholders. Alternatively, the directors of the Corporation may choose not to proceed with the Consolidation Resolution if the directors, in their discretion, deem that it is no longer desirable to do so.

Common Shares represented by proxies in favour of management nominees will be voted FOR the approval of the Consolidation Resolution as set out above, unless a Shareholder has specified in his, her or its proxy that his, her or its Common Shares are to be voted against the special resolution approving the Consolidation Resolution.

Effective Date

Subject to applicable regulatory requirements, the Consolidation Resolution will be effective on the date on which articles of amendment of the Corporation are filed and certified by the Ministry, on which the directors of the Corporation determine to carry out the Consolidation.

If the Consolidation is approved, no further action on the part of the Shareholders will be required in order for the Board to implement the Consolidation.

Name Change

In connection with the Transaction, Shareholders will be asked to consider and, if deemed advisable, pass a special resolution (the "Name Change Resolution") authorizing the Corporation to change its name (the "Name Change") from "Xanthic Biopharma Inc." to "Green Growth Brands Ltd.", or to such other name as the Board deems appropriate and as may be approved by applicable regulatory authorities. Management feels that the Name Change is in the best interests of the Corporation in order to reflect the change in its business activities. The Board may determine not to implement the Name Change Resolution at any time after the Meeting and after receipt of necessary regulatory approvals without further action on the part of the Shareholders. It is anticipated that the Name Change will be effected in the first quarter of 2019.

The Board has unanimously approved the Name Change Resolution and recommends that the Shareholders vote FOR the Name Change Resolution.

The Name Change Resolution must be approved by at least sixty-six and two-thirds percent (66 ⅔%) of votes cast by the Shareholders present in person or represented by proxy at the Meeting. It is the intention of the persons named in the enclosed proxy, in the absence of instructions to the contrary, to vote the proxy FOR the Name Change Resolution.

"BE IT RESOLVED, AS A SPECIAL RESOLUTION, THAT:

- a) The Corporation is hereby authorized to amend its articles to change the Corporation's name to "Green Growth Brands Ltd." or such other such other similar name approved by the Board and acceptable to the applicable regulatory authorities;
- b) the articles of the Corporation be amended to reflect the foregoing;
- c) notwithstanding that this resolution has been passed by the Shareholders of the Corporation, the directors of the Corporation are hereby authorized and empowered without further notice to, or approval of, the Shareholders of the Corporation to not proceed with the change of the Corporation's name or otherwise

give effect to this resolution at any time prior to the same becoming effective and may revoke this resolution without further approval of the Shareholders; and

- d) any officer or director of the Corporation is hereby authorized and directed for and on behalf of the Corporation to execute, or to cause to be executed, whether under the corporate seal or otherwise, and to deliver or cause to be delivered all such other documents and instruments, and to do or cause to be done all such other acts and things as, in the opinion of such director or officer, may be necessary or desirable in order to carry out the intent of this resolution, the execution of any such document or the doing of any such other thing being conclusive evidence of such determination."

Common Shares represented by proxies in favour of management nominees will be voted FOR the approval of the Name Change Resolution, unless a Shareholder has specified in his, her or its proxy that his, her or its Common Shares are to be voted against the special resolution approving the Name Change.

Elimination of First Preferred Share Class

As there will be no First Preferred Shares issued and outstanding as at the date of the Meeting, and as the Corporation does not intend to further issue any such shares, the Corporation intends, in conjunction with the transactions set out below, to alter its authorized share structure by cancelling the First Preferred Shares and deleting the rights and restrictions attached to such shares, as set out in the Corporation's articles.

Accordingly, at the Meeting, Shareholders will be asked to approve, with or without amendment, a special resolution (the "Amending Resolution") under the *Business Corporations Act* (Ontario), to approve the alteration to the Corporation's authorized share structure, and articles.

At the Meeting, Shareholders will be asked to consider and, if deemed advisable, to approve and authorize the following resolutions:

"BE IT RESOLVED, AS A SPECIAL RESOLUTION, THAT:

- a) the Corporation's authorized share structure, its notice of articles and its articles be altered by eliminating all of the Corporation's First Preferred Shares, none of which shares are allotted or issued and deleting the rights and restrictions attached to the First Preferred Shares;
- a) any officer or director of the Corporation is hereby authorized and directed for and on behalf of the Corporation to execute and deliver all such documents and to do all such other acts and things as he or she may determine to be necessary or advisable to give effect to this special resolution including, without limitation, to determine the timing for delivery and effect the delivery of articles of amendment in the prescribed form to the Director appointed under the *Business Corporations Act* (Ontario), the execution of any such document or the doing of any such other act or thing being conclusive evidence of such determination; and
- b) notwithstanding that this special resolution has been passed by the shareholders of the Corporation, the board of directors be and is hereby authorized and empowered, without further approval of the shareholders of the Corporation, to revoke this resolution at any time before the certificate of amendment to be issued by the Director upon receipt of such articles of amendment becomes effective."

The Board unanimously recommends that Shareholders vote in favour of the Amending Resolution. In order to pass the above Amending Resolution, a special majority consisting of at least sixty-six and two-thirds percent (66 ⅔%) of the votes cast by Shareholders, present in person or by proxy at the Meeting, is required. Unless the Shareholder has specified in the enclosed form of proxy that the Common Shares represented by such proxy are to be voted against the Amending Resolution, the persons named in the enclosed form of proxy will vote FOR the Amending Resolution.

Addition of Proportionate Voting Share Class

At the Meeting, Shareholders will be asked to approve a special resolution to create a new class of Proportionate Voting Shares (the "**Proportionate Voting Shares Resolution**"). The Proportionate Voting Shares Resolution authorizes an amendment to the articles of incorporation of the Corporation, pursuant to section 168 of the *Business Corporations Act* (Ontario), to authorize the creation of the Proportionate Voting Shares and to attach special rights and restrictions to the Proportionate Voting Shares and Common Shares.

The creation of the Proportionate Voting Shares is a condition to the completion of the Transaction. The Proportionate Voting Shares are being created in order for the Corporation to meet the definition of "foreign private issuer", as such term is defined in Rule 405 of Regulation C under the U.S. *Securities Exchange Act of 1934*. Provided that the Proportionate Voting Shares Resolution is approved at the Meeting, the Corporation will file a notice of amendment of the Corporation's articles of incorporation to give effect to the creation of the Proportionate Voting Shares immediately prior to the completion of the Transaction.

Terms of the Proportionate Voting Shares

The following is a summary of the terms of the Proportionate Voting Shares and the special rights and restrictions that will attach to the Proportionate Voting Shares and Common Shares if the Proportionate Voting Shares are created. The following summary is subject to, and qualified in its entirety by, the full text of such terms and special rights and restrictions, which is attached as Schedule "A" to this Circular.

General

After the completion of the Transaction, the Corporation's authorized share capital will consist of an unlimited number of Common Shares and an unlimited number of Proportionate Voting Shares.

Common Shares and Proportionate Voting Shares have the same rights, are equal in all respects and shall be treated as if they were shares of one class only.

Conversion Rights

Common Shares may at any time, at the option of the holder, be converted into Proportionate Voting Shares on the basis of 500 Common Shares for one Proportionate Voting Share.

Each issued and outstanding Proportionate Voting Share may at any time, at the option of the holder, be converted into 500 Common Shares.

Liquidation Entitlement

In the event of the liquidation, dissolution or winding-up of the Corporation or any other distribution of its assets among its shareholders for the purpose of winding-up its affairs, whether voluntarily or involuntarily, all the property and assets of the Corporation available for distribution to the holders of Common Shares and Proportionate Voting Shares will be paid or distributed on the basis that each Proportionate Voting Share will be entitled to 500 times the amount distributed per Common Share but otherwise there is no preference or distinction among or between the Common Shares and Proportionate Voting Shares.

Dividend Rights

Each Common Shares and Proportionate Voting Share is entitled to dividends if, as and when dividends are declared by the Corporation's Board of Directors, on the basis, and otherwise without preference or distinction among or between such shares, that each Proportionate Voting Share will be entitled to 500 times the amount paid or distributed per Common Share.

Voting Rights

Common Shares carry one vote per share for all matters coming before shareholders and the Proportionate Voting Shares carry 500 votes per share for all matters coming before shareholders.

Unless a different majority is required by law or by Corporation's articles, resolutions to be approved by holders of Common Shares and Proportionate Voting Shares require approval by a simple majority of the total number of votes of all Common Shares and Proportionate Voting Shares cast at a meeting of shareholders at which a quorum is present with holders of the Common Shares entitled to one vote per share and holders of Proportionate Voting Shares entitled to 500 votes per share.

Form of Resolution

The Proportionate Voting Shares Resolution will be in the following form, subject to amendment at the Meeting:

"BE IT RESOLVED AS A SPECIAL RESOLUTION, THAT:

- a) the Corporation's articles of incorporation be amended pursuant to Section 168 of the *Business Corporations Act* (Ontario) (the "OBCA"):
 - i. to create a new class of authorized shares, unlimited in number and without par value, entitled "Proportionate Voting Shares";
 - ii. by creating, defining and attaching to the Proportionate Voting Shares the special rights and restrictions set out in Schedule "A" to the information circular and proxy statement of the Corporation dated October 12, 2018.
- b) the foregoing amendment shall not take effect until:
 - i. this resolution has been deposited at the Corporation's records office; and
 - ii. the notice of articles of the Corporation is altered to reflect the amendment as required under the OBCA;
- c) any officer or director of the Corporation is hereby authorized and directed for and on behalf of the Corporation to execute and deliver all such documents and to do all such other acts and things as he or she may determine to be necessary or advisable to give effect to this special resolution including, without limitation, to determine the timing for delivery and effect the delivery of articles of amendment in the prescribed form to the Director appointed under the OBCA, the execution of any such document or the doing of any such other act or thing being conclusive evidence of such determination; and
- d) notwithstanding that this special resolution has been passed by the shareholders of the Corporation, the board of directors be and is hereby authorized and empowered, without further approval of the shareholders of the Corporation, to revoke this resolution at any time before the certificate of amendment to be issued by the Director upon receipt of such articles of amendment becomes effective."

The Board unanimously recommends that Shareholders vote in favour of the Proportionate Voting Share Resolution. In order to pass the above Proportionate Voting Share Resolution, a special majority consisting of at least sixty-six and two-thirds percent (66 ⅔%) of the votes cast by Shareholders, present in person or by proxy at the Meeting, is required. Unless the Shareholder has specified in the enclosed form of proxy that the Common Shares represented by such proxy are to be voted against the Proportionate Voting Share Resolution, the persons named in the enclosed form of proxy will vote FOR the Proportionate Voting Share Resolution.

Other Matters to Be Acted Upon

As of the date of this Circular, management knows of no matters to come before the Meeting other than the matters referred to in the Notice of Meeting. However, if any other matters properly come before the Meeting, the accompanying proxy will be voted on such matters in the best judgment of the person or persons voting the proxy.

STATEMENT OF EXECUTIVE COMPENSATION

Securities laws require that a "Statement of Executive Compensation" in accordance with Form 51- 102F6V ("the Form") be included in this Circular. The Form prescribes the disclosure requirements in respect of the compensation of named executive officers and directors of reporting issuers.

The term "named executive officer" ("NEO") means the Chief Executive Officer ("CEO") and the Chief Financial Officer ("CFO") of the Corporation and each of the three most highly compensated officers, other than the CEO and CFO, who were serving as at the most recently completed fiscal year and whose salary and bonus in the aggregate exceeded \$150,000.

Xanthic Compensation Discussion and Analysis

As of the date of this Circular, Xanthic did not, during the two most recently completed financial years, pay any fees to its current directors or named executive officers, except as disclosed below. The following is a compensation discussion and analysis in respect of the existing directors and NEOs of Xanthic.

Summary Compensation Table for Directors and Named Executive Officers:

Table of compensation excluding compensation securities							
Name and position	Year	Salary, consulting (C\$)	Bonus (C\$)	Committee or meeting (C\$)	Value of perquisites (C\$)	Value of all other (C\$)	Total compensation (C\$)
Tim Moore, Chief Executive Officer	2018	164,934	30,000	-	-	-	194,934
	2017	-	-	-	-	-	-
Igor Galitsky, President	2018	90,000	90,000	-	-	-	180,000
	2017	-	-	-	-	-	-
David Bhungara, Chief Financial Officer	2018	126,009	30,000	-	-	-	156,009
	2017	10,000	-	-	-	-	10,000
Carli Posner, Director	2018	-	-	-	-	-	-
	2017	-	-	-	-	-	-
Peter Horvath, Director	2018	-	-	-	-	-	-
	2017	-	-	-	-	-	-

Jean Schottenstein, Director	2018	-	-	-	-	-	-
	2017	-	-	-	-	-	-
Steve Stoute, Director	2018	-	-	-	-	-	-
	2017	-	-	-	-	-	-
Marc Lehmann, Director	2018	-	-	-	-	-	-
	2017	-	-	-	-	-	-

Stock options and other compensation securities

The following table sets out all compensation securities, comprised of incentive shares, granted or issued to all directors and NEOs by Xanthic in the most recently completed financial year ended June 30, 2018, for services provided, directly or indirectly, to Xanthic. None of the compensation securities referenced below were exercised in the most recently completed financial year.

Compensation Securities							
Name and position	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class	Date of issue or grant	Issue, conversion or exercise price (C\$)	Closing price of security or underlying security on date of grant (C\$)	Closing price of security or underlying security at year end (C\$)	Expiry date
Tim Moore, Chief Executive Officer	Options	350,000	Feb 28/ 2018	\$0.125	\$0.125	\$0.250	Feb 27 /2023
Igor Galitsky, President	Options	358,000	Feb 28/ 2018	\$0.125	\$0.125	\$0.250	Feb 27 /2023
David Bhumgara, Chief Financial Officer	Options	350,000	Feb 28/ 2018	\$0.125	\$0.125	\$0.250	Feb 27 /2023
Carli Posner, Director	Options	200,000	Feb 28/ 2018	\$0.125	\$0.125	\$0.250	Feb 27 /2023
Peter Horvath, Director	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Jean Schottenstein, Director	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Steve Stoute, Director	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Marc Lehmann, Director	N/A	N/A	N/A	N/A	N/A	N/A	N/A

No options were exercised by Xanthic NEOs or directors in the financial year ended June 30, 2018.

Stock Option Plans and Other Incentive Plans

Carli Posner received 200,000 Issuer Options for her board participation. As of June 30, 2018, 1/3 vested immediately, 1/3 vest 12 months from award date and 1/3 vest 24 months after the award date. On signing of the Business Combination Agreement, all unvested stock options vested immediately. Xanthic reimburses expenses incurred by such persons for acting as directors of Xanthic.

Employment, Consulting and Management Agreements

As Xanthic was still in its early stages of development, the Compensation & Governance Committee (the "C&G Committee") determined that each of the Xanthic NEOs be retained on a consulting agreement basis. Mr. Tim Moore's monthly compensation was C\$15,000 per month while Mr. Igor Galitsky and Mr. David Bhumgara each received monthly compensation of C\$10,000. In addition, the C&G Committee agreed to award a cash bonus of C\$30,000 per Xanthic NEO for the successful completion and listing of the Issuer Common Shares on the CSE.

Additionally, as negotiated as part of the Business Combination, in lieu of change of control, if any Xanthic NEO is terminated without cause, such Xanthic NEO will be entitled to a one-time payment of C\$200,000 in the case of Mr. Tim Moore and C\$150,000 for each for Mr. Igor Galitsky and Mr. David Bhumgara.

Other than as described above, Xanthic does not intend to provide NEOs with any additional personal benefits, nor does Xanthic intend to provide any additional compensation to its NEOs for serving as directors.

Oversight and Description of Director and Named Executive Officer Compensation

The existing compensation of the Xanthic NEOs is determined by the board of directors of Xanthic. Compensation may be comprised of cash, equity awards, or a combination of both. Xanthic also reimburses expenses incurred by such persons for acting as officers of Xanthic. As at the date of this Circular, no element of compensation for NEOs is tied to performance criteria or goals.

Pension Plan Benefits

Xanthic does not currently provide any pension plan benefits to its named executive officers, directors, or employees.

Securities authorized for issuance under the Equity Compensation Plan

The Corporation did not have any equity compensation plan as at June 30, 2018.

STATEMENT OF CORPORATE GOVERNANCE MATTERS

Corporate Governance

Corporate governance relates to the activities of the Board, the members of which are elected by and are accountable to the Shareholders, and takes into account the role of the individual members of management who are appointed by

the Board and who are charged with the day-to-day management of the Corporation. National Policy 58-201 - Corporate Governance Guidelines ("NP 58-201") establishes corporate governance guidelines which apply to all public companies. These guidelines are not intended to be prescriptive but to be used by issuers in developing their own corporate governance practices. The Board is committed to sound corporate governance practices, which are both in the interest of its Shareholders and contribute to effective and efficient decision making.

Pursuant to National Instrument 58-101 - Disclosure of Corporate Governance Practices ("NI 58-101"), the Corporation is required to disclose its corporate governance practices, as summarized below. The Board will continue to monitor such practices on an ongoing basis and, when necessary, implement such additional practices as it deems appropriate.

Board of Directors

The Board is currently composed of composed of seven directors: Tim Moore, Igor Galitsky, Carli Posner, Jean Schottenstein, Peter Horvath, Steve Stoute and Marc Lehmann. It is proposed that all seven of these directors will be nominated at the Meeting.

NI 58-101 suggests that the board of directors of every listed company should be constituted with a majority of individuals who qualify as "independent" directors, within the meaning set out under National Instrument 52-110 *Audit Committees* ("NI 52-110"), which provides that a director is independent if he or she has no direct or indirect "material relationship" with the company. "Material relationship" is defined as a relationship which could, in the view of the company's board of directors, be reasonably expected to interfere with the exercise of a director's independent judgment.

Of the current directors, Tim Moore, Chief Executive Officer, and Igor Galitsky, President, are executive officers and accordingly are not considered to be "independent". In addition, Peter Horvath, Chief Executive Officer of GGB, and Jean Schottenstein, Trustees of the trust that owns All Js Greenspace LLC, GGB's largest shareholder, are also not considered to be "independent". In assessing NI 58-101 and making the foregoing determinations, the circumstances of each director have been examined in relation to a number of factors. The remaining directors are considered to be independent directors since they are all independent of management and free from any material relationship with the Corporation. The basis for this determination is that, since the commencement of the Corporation's fiscal year ended June 30, 2018, none of the current independent directors have worked for the Corporation, received remuneration from the Corporation (other than in their capacity as directors) or had material contracts with or material interests in the Corporation which could interfere with their ability to act with a view to the best interests of the Corporation.

The Board believes that it functions independently of management. To enhance its ability to act independently of management, the members of the Board may meet in the absence of members of management and the non-independent directors. In the event of a conflict of interest at a meeting of the Board, the conflicted director will, in accordance with corporate law and in accordance with his or her fiduciary obligations as a director of the Corporation, disclose the nature and extent of his interest to the meeting and abstain from voting on or against the approval of such participation. In addition, the members of the Board who are not members of management of the Corporation are encouraged by the management members of the Board to communicate and obtain advice from such advisors and legal counsel as they may deem necessary in order to reach a conclusion with respect to issues brought before the Board.

Other Reporting Issuer Directorships

None of the directors or director nominees of the Corporation currently hold directorships in other reporting issuers.

Name	Name of Reporting Issuer	Name or Exchange or Market	Position	From	To
Igor Galitsky	Platinex Inc.	CSE	Director	August 2, 2018	Current

Orientation and Continuing Education

Each new director is given an outline of the nature of the business of the Corporation, its corporate strategy, and current issues within the Corporation. New directors are also required to meet with management of the Corporation to discuss and better understand the Corporation's business and are given the opportunity to meet with counsel to the Corporation to discuss their legal obligations as directors of the Corporation.

In addition, management of the Corporation takes steps to ensure that its directors and officers are continually updated as to the latest corporate and securities policies which may affect the directors, officers, and committee members of the Corporation as a whole. The Corporation continually reviews the latest securities rules and policies. Any such changes or new requirements are then brought to the attention of the Corporation's directors either by way of director or committee meetings or by direct communications from management to the directors.

Ethical Business Conduct

The Board has found that the fiduciary duties placed on individual directors by the Corporation's governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an individual director's participation in the decision making of the Board in which the director has an interest as well as adherence to the standards contained in the Corporation's Code of Business Conduct and Ethics have been sufficient to ensure that the Board operates independently of management and in the best interests of the Corporation. Further, the Corporation's auditor has full and unrestricted access to the audit committee of the Corporation (the "Audit Committee") at all times to discuss the annual audits of the Corporation's financial statements and any related findings as to the integrity of the financial reporting process.

Nomination of Directors

The Board expects to meet at least annually in order to: (a) review the Board's Corporate Governance guidelines and all Committee's Charters to ensure that they are consistent with sound governance principles, and recommending any proposed changes to the Board for approval; (b) develop, and periodically update, a Code of Business Ethics (the "Code"), and ensure that management has established a system to disseminate and monitor compliance of the Code and is enforcing its application; (c) in consultation with the Audit Committee, monitor and review the Corporation's policies and procedures relating to compliance with laws and regulations and its Code; (d) consider what competencies and skills the Board, as a whole, should possess and seeking individuals qualified to become Board members, including evaluating persons suggested by share owners or others; (e) recommend the director nominees for the next annual meeting of Shareholders; (f) review the composition of each Board committee; and (g) develop and perform an annual assessment process for the Board and each Committee of the Board.

Compensation

Currently, the Board oversees director and executive compensation. The Compensation Committee is expected to meet at least twice annually and is responsible for making recommendations to the Board regarding: (a) CEO compensation; (b) compensation of other executives; (c) incentive compensation plans; and (d) employment agreements, severance agreements, retirement agreements, change of control agreements and provisions, and any special or supplemental benefits for each officer of the Corporation. The Board then determines whether to adopt such recommendations as submitted or otherwise.

Other Board Committees

The Board has an Audit Committee, the details of which are provided below.

Assessment of Board Performance

The Board monitors the adequacy of information given to directors, communication between the Board and management and the strategic direction and processes of the Board and committees.

AUDIT COMMITTEE INFORMATION

The Audit Committee is responsible for the Corporation's financial reporting process and the quality of its financial reporting. In addition to its other duties, the Audit Committee reviews all financial statements, annual and interim, intended for circulation among Shareholders and reports upon these to the Board. In addition, the Board may refer to the Audit Committee other matters and questions relating to the financial position of the Corporation. In performing its duties, the Audit Committee maintains effective working relationships with the Board, management and the external auditors and monitors the independence of those auditors. The Audit Committee has formally adopted an Audit Committee charter, which sets forth purposes of the Audit Committee and guidelines for its practices. The full text of the Audit Committee Charter is annexed hereto as Schedule "C".

The Audit Committee will consist of Carli Posner (Chair), Igor Galitsky and Steve Stoute, in compliance with the applicable requirements found under National Instrument 52-110 — *Audit Committees* ("NI 52-110"). Each of the Audit Committee members has an understanding of the accounting principles used to prepare the Resulting Issuer's financial statements; experience preparing, auditing, analyzing or evaluating comparable financial statements; and experience as to the general application of relevant accounting principles, as well as an understanding of the internal controls and procedures necessary for financial reporting.

Composition of the Audit Committee

The following are the members or proposed members of the Audit Committee. Their biographies are set out under the heading "*Matters to be Acted Upon at the Meeting – Election of Directors*".

Name	Independent/Not Independent (1)	Financial History (1)
Carli Posner (2)	Independent	Financially literate
Steve Stoute	Independent	Financially literate
Igor Galitsky	Not Independent (President)	Financially literate

Notes:

(1) Terms have their respective meanings ascribed in NI 52-110.

(2) Carli Posner will be appointed as the Chair of the Audit Committee.

Audit Committee Member Information

The following table describes the education and experience of each current or proposed Audit Committee member that is relevant to the performance of his responsibilities as an Audit Committee member:

Carli Posner	Ms. Posner has served as an independent director on the Board of the Corporation since February 2018 and is the Co-CEO and Principal of Notable Life, a media company that reaches over 1.2 million high-earning millennials across Canada. Prior to Notable, she was the executive producer of the hit show, <i>Hockey Wives</i> , overseeing many departments including premium sponsors and media strategy. Ms. Posner has spent a significant portion of her career in Los Angeles, working in film finance and production. She is the leading talent packager in Canada and has worked with top stars including George Clooney, Coldplay, Drew Barrymore, Jamie Oliver and Wayne Gretzky, to name a few. During Ms. Posner's career, she has generated over C\$100 million dollars of sponsorships and endorsements in the Canadian marketplace with top brands including MasterCard®, Corvette®, Scotiabank®, BMW® and LG®.
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Steve Stoute	Mr. Stoute will serve as an independent director on the Board of the Corporation and is the founder and Chief Executive Officer of Translation, a marketing agency. In 2017, Mr. Stoute joined United Masters, a data-driven digital distribution company helping music artist grow and manage their fan bases. In 2009 the American Advertising Federation inducted Mr. Stoute into the Advertising Hall of Achievement, and he was named "Executive of the Year" by Advertising Age in 2013.
Igor Galitsky	Mr. Galitsky has been President of Xanthic since December 2017 and was one of the first applicants to receive a license under the Marijuana Medical Access Regulations for both personal and designated production in Canada. Mr. Galitsky has developed and refined over the last seven years the production and extraction processes for cannabis. In addition, Mr. Galitsky has been consulting various licensed producers in Canada on scaling and refining their extraction and secondary processes.

Audit Committee Oversight

At no time since the commencement of the Corporation's financial year ended June 30, 2018 was a recommendation of the audit committee to nominate or compensate an external auditor not adopted by the Board.

Reliance on Certain Exemptions

At no time since the commencement of the Corporation's financial year ended June 30, 2018 has the Corporation relied on the exemption provided under section 2.4 of NI 52-110 (De Minimis Non-Audit Services) or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110.

Pre-Approval Policies and Procedures

The audit committee of the Corporation has adopted specific policies and procedures for the engagement of non-audit services as described in the audit committee's charter attached hereto as Schedule "C".

Assessments

The Board does not make regular formal assessments of the Board, its committees or its members. Rather, from time to time, the Board satisfies itself on an informal basis that its members and audit committee are performing effectively; in this respect, from time to time, the Board reviews and considers the size of the Board in relation to the needs of the Corporation, with a view of facilitating effective decision-making and identifying and selecting individuals qualified to become new Board members.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

Since the beginning of the last completed financial year and up to the date hereof, no director, executive officer or employee or former executive officer, director, or employee of the Corporation or any of its subsidiaries has been indebted to the Corporation.

OTHER INFORMATION

Registrar and Transfer Agent

The registrar and transfer agent of the Corporation is Capital Transfer Agency, 920-390 Bay Street, Toronto ON, M5H 2Y2.

Interest of Informed Persons in Material Transactions

Except as disclosed in this Circular or the Schedules hereto, none of the informed persons of the Corporation (as defined in National Instrument 51-102), nor any of the Corporation's principal holders of Common Shares, directors, senior officers, or any associate or affiliate of the foregoing persons, have any material interest, direct or indirect, in any transaction since the commencement of the Corporation's most recently completed financial year or in any proposed transaction which, in either case, has or will materially affect the Corporation.

Interests of Certain Persons in Matters to be Acted Upon

Except as disclosed in this Circular or the Schedules hereto, none of the Corporation's principal holders of Common Shares, directors, senior officers, or any associate or affiliate of the foregoing persons, have any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting.

Other than in their capacity as Shareholders or as described above or elsewhere in this Circular, none of the Corporation's principal holders of Common Shares, directors, senior officers, or any associate or affiliate of the foregoing are expected to benefit from the Transaction upon completion of the Transaction.

Reliance

GGB has provided the information contained in this Circular and the Listing Statement concerning GGB and its business, including its financial information and financial statements, which information has been relied upon by Xanthic in preparing this Circular. Xanthic assumes no responsibility for the accuracy or completeness of such information, nor for any omission on the part of GGB to disclose facts or events which may affect the accuracy of any such information.

Additional Information

Additional information relating to the Corporation is available through the internet on the Canadian System for Electronic Document Analysis and Retrieval (SEDAR) which can be accessed at www.sedar.com. Financial information on the Corporation is provided in the comparative financial statements and management discussion and analysis of the Corporation for its most recently completed financial year which can also be accessed at www.sedar.com or which may be obtained upon request to the Corporate Secretary at 77 King St. W., Suite 2905, Toronto, ON M5K 1A2.

APPROVAL OF DIRECTORS

The contents and sending of this Information Circular to the Shareholders of the Corporation have been approved by the Board.

DATED at Toronto, Ontario as of the 12th day of October 2018.

BY ORDER OF THE BOARD OF DIRECTORS

(Signed) "Tim Moore"

Tim Moore
Chief Executive Officer & Director

SCHEDULE "A"
RIGHTS AND RESTRICTIONS ATTACHED TO XANTHIC BIOPHARMA INC. COMMON SHARES
AND PROPORTIONATE VOTING SHARES

Purpose

- (a) To increase the authorized capital of the Corporation by the creation of an unlimited number of proportionate voting shares.
- (b) After giving effect to the foregoing, the classes and maximum number of shares that the Corporation is authorized to issue shall be an unlimited number of common shares and an unlimited number of proportionate voting shares.
- (c) To provide that the common shares and the proportionate voting shares of the Corporation shall have attached thereto the following rights, privileges, restrictions and conditions:

1. COMMON SHARES

(a) Voting

- (i) The holders of common shares ("Common Shares") shall be entitled to receive notice of and to attend and vote at all meetings of shareholders of the Company except a meeting at which only the holders of another class or series of shares is entitled to vote. Each Common Share shall entitle the holder thereof to one vote at each such meeting.

(b) Alteration to Rights of Common Shares

- (i) So long as any Common Shares remain outstanding, the Company will not, without the consent of the holders of Common Shares expressed by separate special resolution alter or amend these Articles if the result of such alteration or amendment would:
 - (A) prejudice or interfere with any right or special right attached to the Common Shares; or
 - (B) affect the rights or special rights of the holders of Common Shares and Proportionate Voting Shares on a per share basis which differs from the basis of one (1) per share in the case of the Common Shares, and five hundred (500) per share in the case of the Proportionate Voting Shares.

(c) Dividends

- (i) Subject the holders of Common Shares shall be entitled to receive such dividends payable in cash or property of the Company as may be declared thereon by the directors from time to time. The directors may declare no dividend payable in cash or property on the Common Shares unless the directors simultaneously declare a dividend payable in cash or property on the Proportionate Voting Shares in an amount per Proportionate Voting Share equal to the amount of the dividend declared per Common Share, multiplied by five hundred (500), and each fraction of a Proportionate Voting Share will be entitled to the applicable fraction thereof.
- (ii) The directors may declare a stock dividend payable in Common Shares on the Common Shares, but only if the directors simultaneously declare a stock dividend payable in:

- (A) Proportionate Voting Shares on the Proportionate Voting Shares, in a number of shares per Proportionate Voting Share (or fraction thereof) having a value equal to the amount of the dividend declared per Common Share; or
- (B) Common Shares on the Proportionate Voting Shares, in a number of shares per Proportionate Voting Share equal to the amount of the dividend declared per Common Share, multiplied by five hundred (500).

(d) Liquidation Rights

In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or in the event of any other distribution of assets of the Company to its shareholders for the purposes of winding up its affairs, the holders of the Common Shares shall be entitled to participate *pari passu* with the holders of Proportionate Voting Shares, with the amount of such distribution per Proportionate Voting Share equal to the amount of such distribution per Common Share multiplied by five hundred (500), and each fraction of a Proportionate Voting Share will be entitled to the amount calculated by multiplying the fraction by the amount otherwise payable in respect of a whole Proportionate Voting Share.

(e) Subdivision or Consolidation

The Common Shares shall not be consolidated or subdivided unless the Proportionate Voting Shares are simultaneously consolidated or subdivided utilizing the same divisor or multiplier.

(f) Voluntary Conversion of Common Shares

Each Common Share shall be convertible at the option of the holder into such number of Proportionate Voting Shares as is determined by dividing the number of Common Shares being converted by five hundred (500), provided the directors have consented to such conversion.

Before any holder of Common Shares shall be entitled to voluntarily convert Common Shares into Proportionate Voting Shares in accordance with this Section II(f), the holder shall surrender the certificate or certificates representing the Common Shares to be converted at the head office of the Company, or the office of any transfer agent for the Common Shares, and shall give written notice to the Company at its head office of his or her election to convert such Common Shares and shall state therein the name or names in which the certificate or certificates representing the Proportionate Voting Shares are to be issued (a "Common Shares Conversion Notice"). The Company shall (or shall cause its transfer agent to) as soon as practicable thereafter, issue to such holder or his or her nominee, a certificate or certificates or direct registration statement representing the number of Proportionate Voting Shares to which such holder is entitled upon conversion. Such conversion shall be deemed to have taken place immediately prior to the close of business on the day on which the certificate or certificates representing the Common Shares to be converted is surrendered and the Common Shares Conversion Notice is delivered, and the person or persons entitled to receive the Proportionate Voting Shares issuable upon such conversion shall be treated for all purposes as the holder or holders of record of such Proportionate Voting Shares as of such date.

(g) Conversion of Common Shares Upon an Offer

In the event that an offer is made to purchase Proportionate Voting Shares, and such offer is:

- (i) required, pursuant to applicable securities legislation or the rules of any stock exchange on which the Proportionate Voting Shares may then be listed, to be made to all or substantially all of the holders of Proportionate Voting Shares in a province or territory of Canada to which the requirement applies (such offer to purchase, an "Offer"); and

- (ii) not made to the holders of Common Shares for consideration per Common Share equal to .002 of the consideration offered per Proportionate Voting Share;

each Common Share shall become convertible at the option of the holder into Proportionate Voting Shares on the basis of five hundred (500) Common Shares for one (1) Proportionate Voting Share, at any time while the Offer is in effect until one day after the time prescribed by applicable securities legislation or stock exchange rules for the offeror to take up and pay for such shares as are to be acquired pursuant to the Offer (the "Common Share Conversion Right"). For avoidance of doubt, fractions of Proportionate Voting Shares may be issued in respect of any amount of Common Shares in respect of which the Common Share Conversion Right is exercised which is less than five hundred (500).

The Common Share Conversion Right may only be exercised for the purpose of depositing the Proportionate Voting Shares acquired upon conversion under such Offer, and for no other reason. If the Common Share Conversion Right is exercised, the Company shall procure that the transfer agent for the Common Shares shall deposit under such Offer the Proportionate Voting Shares acquired upon conversion, on behalf of the holder.

To exercise the Common Share Conversion Right, a holder of Common Shares or his or her attorney, duly authorized in writing, shall:

- (iii) give written notice of exercise of the Common Share Conversion Right to the transfer agent for the Common Shares, and of the number of Common Shares in respect of which the Common Share Conversion Right is being exercised;
- (iv) deliver to the transfer agent for the Common Shares any share certificate or certificates representing the Common Shares in respect of which the Common Share Conversion Right is being exercised; and
- (v) pay any applicable stamp tax or similar duty on or in respect of such conversion.

No certificates representing Proportionate Voting Shares acquired upon exercise of the Common Share Conversion Right will be delivered to the holders of Common Shares. If Proportionate Voting Shares issued upon such conversion and deposited under such Offer are withdrawn by such holder, or such Offer is abandoned, withdrawn or terminated by the offeror, or such Offer expires without the offeror taking up and paying for such Proportionate Voting Shares, such Proportionate Voting Shares and any fractions thereof issued shall automatically, without further action on the part of the holder thereof, be reconverted into Common Shares on the basis of one (1) Proportionate Voting Share for five hundred (500) Common Shares, and the Company will procure that the transfer agent for the Common Shares shall send to such holder a direct registration statement, certificate or certificates representing the Common Shares acquired upon such reconversion. If the offeror under such Offer takes up and pays for the Proportionate Voting Shares acquired upon exercise of the Common Share Conversion Right, the Company shall procure that the transfer agent for the Common Shares shall deliver to the holders of such Proportionate Voting Shares the consideration paid for such Proportionate Voting Shares by such Offeror.

II. PROPORTIONATE VOTING SHARES

(a) Voting

The holders of Proportionate Voting Shares shall be entitled to receive notice of and to attend and vote at all meetings of shareholders of the Company at which holders of Common Shares are entitled to vote. Subject to Section II(b), each Proportionate Voting Share shall entitle the holder to five hundred (500) votes and each fraction of a Proportionate Voting Share shall entitle the

holder to the number of votes calculated by multiplying the fraction by five hundred (500) and rounding the product down to the nearest whole number, at each such meeting.

(b) Alteration to Rights of Proportionate Voting Shares

So long as any Proportionate Voting Shares remain outstanding, the Company will not, without the consent of the holders of Proportionate Voting Shares expressed by separate special resolution alter or amend these Articles if the result of such alteration or amendment would:

- (i) prejudice or interfere with any right or special right attached to the Proportionate Voting Shares; or
- (ii) affect the rights or special rights of the holders of Common Shares and Proportionate Voting Shares on a per share basis which differs from the basis of one (1) per share in the case of the Common Shares, and five hundred (500) per share in the case of the Proportionate Voting Shares.

At any meeting of holders of Proportionate Voting Shares called to consider such a separate special resolution, each Proportionate Voting Share shall entitle the holder to one (1) vote and each fraction of a Proportionate Voting Share will entitle the holder to the corresponding fraction of one (1) vote.

(c) Dividends

- (i) The holders of Proportionate Voting Shares shall be entitled to receive such dividends payable in cash or property of the Company as may be declared by the directors from time to time. The directors may declare no dividend payable in cash or property on the Proportionate Voting Shares unless the directors simultaneously declare a dividend payable in cash or property on the Common Shares in an amount equal to the amount of the dividend declared per Proportionate Voting Share divided by five hundred (500).
- (ii) The directors may declare a stock dividend payable in Proportionate Voting Shares on the Proportionate Voting Shares, but only if the directors simultaneously declare a stock dividend payable in Common Shares on the Common Shares, in a number of shares per Common Share having a value equal to the amount of the dividend declared per Proportionate Voting Share.
- (iii) The directors may declare a stock dividend payable in Common Shares on the Proportionate Voting Shares, but only if the directors simultaneously declare a stock dividend payable in Common Shares on the Common Shares, in a number of shares per Common Share equal to the amount of the dividend declared per Proportionate Voting Share divided by five hundred (500).
- (iv) Holders of fractional Proportionate Voting Shares shall be entitled to receive any dividend declared on the Proportionate Voting Shares, in an amount equal to the dividend per Proportionate Voting Share multiplied by the fraction thereof held by such holder.

(d) Liquidation Rights

In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or in the event of any other distribution of assets of the Company to its shareholders for the purpose of winding up its affairs, the holders of the Proportionate Voting Shares shall be entitled to participate *pari passu* with the holders of Common Shares, with the amount of such

distribution per Proportionate Voting Share equal to the amount of such distribution per Common Share multiplied by five hundred (500), and each fraction of a Proportionate Voting Share will be entitled to the amount calculated by multiplying the fraction by the amount payable per whole Proportionate Voting Share.

(e) **Subdivision or Consolidation**

The Proportionate Voting Shares shall not be consolidated or subdivided unless the Common Shares are simultaneously consolidated or subdivided utilizing the same divisor or multiplier.

(f) **Conversion**

(i) **Voluntary Conversion.**

Subject to the Conversion Limitation set forth in this Article, holders of Proportionate Voting Shares shall have the following rights of conversion (the “**Proportionate Share Conversion Right**”):

- (A) **Right to Convert.** Each Proportionate Voting Share shall be convertible at the option of the holder into such number of Common Shares as is determined by multiplying the number of Proportionate Voting Shares in respect of which the Proportionate Share Conversion Right is exercised by five hundred (500). Fractions of Proportionate Voting Shares may be converted into such number of Common Shares as is determined by multiplying the fraction by five hundred (500).
- (B) **Conversion Limitation.** Unless already appointed, upon receipt of a PVS Conversion Notice (as defined below), the directors (or a committee thereof) shall designate an officer of the Company who shall determine whether the Conversion Limitation set forth in this Article shall apply to the conversion referred to therein (the “**Conversion Limitation Officer**”).
- (C) **Foreign Private Issuer Status.** The Company shall use commercially reasonable efforts to maintain its status as a “foreign private issuer” (as determined in accordance with Rule 3b-4 under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). Accordingly, the Company shall not give effect to any voluntary conversion of Proportionate Voting Shares pursuant to this Article or otherwise, and the Proportionate Share Conversion Right will not apply, to the extent that after giving effect to all permitted issuances after such conversion of Proportionate Voting Shares, the aggregate number of Common Shares and Proportionate Voting Shares (calculated on the basis that each Common Share and Proportionate Voting share is counted once, without regard to the number of votes carried by such share) held of record, directly or indirectly, by residents of the United States (as determined in accordance with Rules 3b-4 and 12g3-2(a) under the Exchange Act (“**U.S. Residents**”) would exceed forty percent (40%) (the “**40% Threshold**”) of the aggregate number of Common Shares and Proportionate Voting Shares (calculated on the same basis) issued and outstanding (the “**FPI Restriction**”) as calculated herein. The directors may by resolution increase the 40% Threshold to a number not to exceed fifty percent (50%), and if any such resolution is adopted, all references to the 40% Threshold herein shall refer instead to the amended percentage threshold set by the directors in such resolution.
- (D) **Conversion Limitation.** In order to give effect to the FPI Restriction, the number of Common Shares issuable to a holder of Proportionate Voting Shares

upon exercise by such holder of the Proportionate Share Conversion Right will be subject to the 40% Threshold based on the number of Proportionate Voting Shares held by such holder as of the date of issuance of Proportionate Voting Shares to such holder, and thereafter at the end of each of the Company's subsequent fiscal quarters (each, a "Determination Date"), calculated as follows:

$$X = [A \times 40\% - B] \times (C/D)$$

Where, on the Determination Date:

X = Maximum Number of Common Shares which may be issued upon exercise of the Proportionate Share Conversion Right.

A = Aggregate number of Common Shares and Proportionate Voting Shares issued and outstanding.

B = Aggregate number of Common Shares and Proportionate Voting Shares held of record, directly or indirectly, by U.S. Residents.

C = Aggregate Number of Proportionate Voting Shares held by such holder.

D = Aggregate Number of All Proportionate Voting Shares.

The Conversion Limitation Officer shall determine as of each Determination Date, in his or her sole discretion acting reasonably, the aggregate number of Common Shares and Proportionate Voting Shares held of record, directly or indirectly, by U.S. Residents, the maximum number of Common Shares which may be issued upon exercise of the Proportionate Share Conversion Right, generally in accordance with the formula set forth immediately above. Upon request by a holder of Proportionate Voting Shares, the Company will provide each holder of Proportionate Voting Shares with notice of such maximum number as at the most recent Determination Date, or a more recent date as may be determined by the Conversion Limitation Officer in its discretion. To the extent that issuances of Common Shares on exercise of the Proportionate Share Conversion Right would result in the 40% Threshold being exceeded, the number of Common Shares to be issued will be pro-rated among each holder of Proportionate Voting Shares exercising the Proportionate Share Conversion Right.

Notwithstanding the provisions of this Section II(f)(i)(C) and (D), the directors may by resolution waive the application of the Conversion Restriction to any exercise or exercises of the Proportionate Share Conversion Right to which the Conversion Restriction would otherwise apply, or to future Conversion Restrictions generally, including with respect to a period of time.

(E) Disputes.

- (I) Any holder of Proportionate Voting Shares who beneficially owns more than 5% of the issued and outstanding Proportionate Voting Shares may submit a written dispute as to the calculation of the 40% Threshold or the FPI Restriction by the Conversion Limitation Officer to the directors with the basis for the disputed calculations. The Company shall respond to the holder within 5 (five) business days of receipt of the notice of such dispute with a written calculation of the

40% Threshold or the FPI Restriction, as applicable. If the holder and the Company are unable to agree upon such calculation of the 40% Threshold or the FPI Restriction, as applicable, within 5 (five) business days of such response, then the Company and the holder shall, within 1 (one) business day thereafter submit the disputed calculation of the 40% Threshold or the FPI Restriction to the Company's independent auditor. The Company, at the Company's expense, shall cause the auditor to perform the calculations in dispute and notify the Company and the holder of the results no later than 5 (five) business days from the time it receives the disputed calculations. The auditor's calculations shall be final and binding on all parties, absent demonstrable error.

- (II) In the event of a dispute as to the number of Common Shares issuable to a holder of Proportionate Voting Shares in connection with a voluntary conversion of Proportionate Voting Shares, the Company shall issue to the holder of Proportionate Voting Shares the number of Common Shares not in dispute, and resolve such dispute in accordance with Section II(f)(i)(E)(I) above.
 - (F) **Mechanics of Conversion.** Before any holder of Proportionate Voting Shares shall be entitled to voluntarily convert Proportionate Voting Shares into Common Shares in accordance with Section II(f)(i), the holder shall surrender the certificate or certificates representing the Proportionate Voting Shares to be converted at the head office of the Company, or the office of any transfer agent for the Proportionate Voting Shares, and shall give written notice to the Company at its head office of his or her election to convert such Proportionate Voting Shares and shall state therein the name or names in which the certificate or certificates representing the Common Shares are to be issued (a "PVS Conversion Notice"). The Company shall (or shall cause its transfer agent to) as soon as practicable thereafter, issue to such holder or his or her nominee, a certificate or certificates or direct registration statement representing the number of Common Shares to which such holder is entitled upon conversion. Such conversion shall be deemed to have taken place immediately prior to the close of business on the day on which the certificate or certificates representing the Proportionate Voting Shares to be converted is surrendered and the PVS Conversion Notice is delivered, and the person or persons entitled to receive the Common Shares issuable upon such conversion shall be treated for all purposes as the holder or holders of record of such Common Shares as of such date.
- (ii) **Mandatory Conversion.**
- (A) The directors may at any time determine by resolution (a "Mandatory Conversion Resolution") that it is no longer in the best interests of the Company that the Proportionate Voting Shares are maintained as a separate class of shares of the Company. If a Mandatory Conversion Resolution is adopted, then all issued and outstanding Proportionate Voting Shares will automatically, without any action on the part of the holder, be converted into Common Shares on the basis of one (1) Proportionate Voting Share for five hundred (500) Common Shares, and in the case of fractions of Proportionate Voting Shares, such number of Common Shares as is determined by multiplying the fraction by five hundred (500) as of a date to be specified in the Mandatory Conversion Resolution (the "Mandatory Conversion Record Date"). At least twenty (20) calendar days prior to the Mandatory Conversion Record Date, the Company will send, or cause its transfer agent to send, notice to all holders of

Proportionate Voting Shares of the adoption of a Mandatory Conversion Resolution (a “Mandatory Conversion Notice”) and specifying:

- (I) the Mandatory Conversion Record Date;
- (II) the number of Common Shares into which the Proportionate Voting Shares held by such holder are to be converted; and
- (III) the address of record of such holder.

On the Mandatory Conversion Record Date, the Company shall issue or shall cause its transfer agent to issue to each holder of Proportionate Voting Shares certificates representing the number of Common Shares into which the Proportionate Voting Shares are converted, and each certificate representing Proportionate Voting Shares shall be null and void.

- (B) From the date of the Mandatory Conversion Resolution, the directors shall no longer be entitled to issue any further Proportionate Voting Shares whatsoever.
- (iii) **Fractional Shares.** No fractional Common Shares shall be issued upon the conversion of any Proportionate Voting Shares or fractions thereof, and the number of Common Shares to be issued shall be rounded down to the nearest whole number. In the event Common Shares are converted into Proportionate Voting Shares the number of applicable Proportionate Voting Shares shall be rounded down to two decimal places.
- (iv) **Effect of Conversion.** All Proportionate Voting Shares which are converted as herein provided shall no longer be outstanding and all rights with respect to such shares shall immediately cease and terminate at the time of conversion, except only for the right of the holders thereof to receive Common Shares in exchange therefor.

(g) **Transfer**

- (i) Unless the directors have consented to such transfer, no Proportionate Voting Share may be transferred unless such transfer:
 - (A) is made to (A) an initial holder of Proportionate Voting Shares, or (B) an affiliate or person controlled, directly or indirectly, by an initial holder of Proportionate Voting Shares (each, a “Permitted Holder”); and
 - (B) complies with United States securities legislation.
- (ii) subject to the Conversion Limitation, any Proportionate Voting Shares sold or transferred to a Person who is not a Permitted Holder shall be automatically converted to Common Shares, unless otherwise determined by the directors.

For purposes of this Section II(g):

- (i) “affiliate” means, with respect to any Person, any other person which is directly or indirectly through one or more intermediaries controlled by, or under common control with, such Person.
- (ii) A Person is “controlled” by another person or other persons if: (i) in the case of a company or other body corporate wherever or however incorporated: (A) securities entitled to vote in the election of directors carrying in the aggregate at least a majority of the votes for the election of directors and representing in the aggregate at least a majority

of the participating (equity) securities are held, other than by way of security only, directly or indirectly, by or solely for the benefit of the other Person or Persons; and (B) the votes carried in the aggregate by such securities are entitled, if exercised, to elect a majority of the board of directors of such company or other body corporate; or (ii) in the case of a Person that is not an individual or a company or other body corporate, at least a majority of the participating (equity) and voting interests of such Person are held, directly or indirectly, by or solely for the benefit of the other Person or Persons; and “controls”, “controlling” and “under common control with” shall be interpreted accordingly.

- (iii) **“Person”** means any individual, partnership, corporation, company, association, trust, joint venture or limited liability company.

SCHEDULE "B"
INFORMATION PERTAINING TO THE CORPORATION'S
PROPOSED TRANSACTION WITH GREEN GROWTH BRANDS LTD.

See attached.

**DRAFT – SUBJECT TO CSE REVIEW
OCTOBER 11, 2018**

XANTHIC BIOPHARMA INC.

CSE FORM 2A LISTING STATEMENT

In connection with the listing of Xanthic Biopharma Inc., the entity formed upon the Business Combination between Xanthic Biopharma Inc., Green Growth Brands Ltd. and 2657013 Ontario Inc.

OCTOBER [11], 2018

CAUTIONARY NOTE ON U.S. CANNABIS INVOLVEMENT

This Listing Statement describes the securities of an entity that is expected to continue to derive a significant portion of its revenues from the cannabis industry in certain states of the United States, which industry is illegal under United States federal law. Xanthic Biopharma Inc. (as the “Resulting Issuer”) will be indirectly involved (through its subsidiaries) in the cannabis industry in the United States where local state laws permit such activities. Currently, certain of the Issuer’s subsidiaries are directly engaged in the manufacture, possession, use, sale or distribution of cannabis in the recreational and medicinal cannabis marketplace. Xanthic’s subsidiaries are currently operating in the state of Nevada, Oregon and Washington. See *Section 3 – Narrative Description Of The Business*.

The United States federal government regulates drugs through the Controlled Substances Act (21 U.S.C. § 811), which places controlled substances, including cannabis, in a schedule. Cannabis is classified as a Schedule I drug. Under United States federal law, a Schedule I drug or substance has a high potential for abuse, no accepted medical use in the United States, and a lack of accepted safety for the use of the drug under medical supervision. The United States Food and Drug Administration has not approved cannabis as a safe and effective drug for any indication.

In addition to the cultivation, production, and dispensing of cannabis, the Resulting Issuer further intends to derive a significant portion of its revenue from proprietary face-care, body-care, and ingestible articles containing cannabidiol (“CBD”) oil. CBD, though sometimes mistaken for marijuana, can be produced from marijuana, hemp plant or other natural substances, and, unless it contains tetrahydrocannabinol (“THC”), has no psychoactive effects. The United States Congress provided guidance regarding the legality of CBD through its enactment of HB 2642, the Agricultural Act of 2014 (the “2014 Farm Bill”). It is the Resulting Issuer’s position that the 2014 Farm Bill created an exception to the Controlled Substances Act whereby states could develop pilot hemp programs to better understand the agricultural benefits of the plant, including its economic or commercial potential. The legality of CBD remains the subject of some confusion at both the state and federal level. Though many states have enacted these pilot hemp programs, not all have done so, leaving confusion as to the legality of hemp and its extracts in those states that have not taken advantage of the 2014 Farm Bill’s protections. In addition, inconsistent guidance from both the Drug Enforcement Administration and various state regulatory entities has only increased the confusion in the marketplace.

In the United States, cannabis is largely regulated at the state level. State laws regulating cannabis are in direct conflict with the federal Controlled Substances Act, which makes cannabis use and possession federally illegal notwithstanding the Controlled Substances Act. Although certain states authorize medical or recreational cannabis production and distribution by licensed or registered entities, under U.S. federal law, the possession, use, cultivation, and transfer of cannabis and any related drug paraphernalia is illegal and any such acts are criminal acts under federal law. The Supremacy Clause of the United States Constitution establishes that the United States Constitution and the federal laws made pursuant to it are paramount and in case of conflict between federal and state law, the federal law shall apply.

On January 4, 2018, U.S. Attorney General Jeff Sessions issued a memorandum to all U.S. Attorneys which rescinded previous guidance from the U.S. Department of Justice specific to

cannabis enforcement in the United States, including the Cole Memorandum (as defined herein). With the Cole Memorandum rescinded, U.S. federal prosecutors have been given discretion in determining whether to prosecute cannabis related violations of U.S. federal law.

There is no guarantee that state laws legalizing and regulating the sale and use of cannabis will not be repealed or overturned, or that local governmental authorities will not limit the applicability of state laws within their respective jurisdictions. Unless and until the United States Congress amends the Controlled Substances Act with respect to medical and/or adult-use cannabis (and as to the timing or scope of any such potential amendments there can be no assurance), there is a risk that federal authorities may enforce current federal law. If the federal government begins to enforce federal laws relating to cannabis in states where the sale and use of cannabis is currently legal, or if existing applicable state laws are repealed or curtailed, the Resulting Issuer's business, results of operations, financial condition and prospects would be materially adversely affected. See *Section 16 – Risk Factors* for additional information on this risk.

In light of the political and regulatory uncertainty surrounding the treatment of U.S. cannabis-related activities, including the rescission of the Cole Memorandum discussed above, on February 8, 2018 the Canadian Securities Administrators published a staff notice ("Staff Notice 51-352") setting out the Canadian Securities Administrator's disclosure expectations for specific risks facing issuers with cannabis-related activities in the United States. Staff Notice 51-352 confirms that a disclosure-based approach remains appropriate for issuers with U.S. cannabis-related activities. Staff Notice 51-352 includes additional disclosure expectations that apply to all issuers with U.S. cannabis related activities, including those with direct and indirect involvement in the cultivation and distribution of cannabis, as well as issuers that provide goods and services to third parties involved in the U.S. cannabis industry.

See *Section 2.4 – Trends, Commitments, Events or Uncertainties* for further information on the material facts, risks and uncertainties related to issuers with marijuana-related activities.

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GLOSSARY

"2014 Farm Bill" means the Agricultural Act of 2014;

"40% Threshold" has the meaning provided to such term in *Section 9.1 – Description of the Securities*;

"ABH" means ABH Pharma Inc.;

"ACMPR" means the *Access to Cannabis for Medical Purposes Regulations* (Canada);

"Advisory Agreements" means the advisory agreements dated April 10, 2018 between GGB and each of Chiron Ventures Inc. and All Js Greenspace LLC;

"affiliate" has the meaning specified in National Instrument 45-106 – *Prospectus Exemptions*;

"Agency Agreement" means the agency agreement dated August 30, 2018 between GGB and Canaccord;

"Amalco" means Green Growth Brands (Ontario) Ltd., the corporation resulting from the amalgamation of Subco and GGB;

"Amalco Shares" means the common shares in the capital of Amalco;

"Amalgamation" means the amalgamation of Subco and GGB;

"Amalgamation Agreement" means the amalgamation agreement dated the Closing Date between Subco and GGB;

"ATC" means alternative treatment centre;

"Aurquest" means Aurquest Resources Inc.;

"Business Combination" means the completion of the Amalgamation and the listing of the Resulting Issuer Common Shares on the CSE;

"Business Combination Agreement" means the business combination agreement dated July 13, 2018 between the Issuer and GGB, as amended;

"C&G Committee" means Compensation & Governance Committee;

"Cannabis Act" means the *Cannabis Act* (Canada);

"Canaccord" means Canaccord Genuity Corp.;

"CBD" means cannabidiol;

"CBP" means U.S. Customs and Border Protection;

"CDS" means CDS Clearing and Depository Services Inc.;

"CDSA" means the *Controlled Drugs and Substances Act*;

"CEO" means Chief Executive Officer;

"CFO" means Chief Financial Officer;

"Closing" means the completion of the Business Combination;

"Closing Date" means the date of Closing;

"Cole Memorandum" means the United States Department of Justice Memorandum drafted by former Deputy Attorney General James Michael Cole in 2013;

"company" unless specifically indicated otherwise, means a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual;

"Consolidation" means the consolidation of the Resulting Issuer Shares on the basis of four (4) pre-consolidation Resulting Issuer Shares for one (1) post-consolidation Resulting Issuer Share;

"CSA" means the Controlled Substances Act of 1970;

"CSE" means the Canadian Securities Exchange;

"CTA" means Capital Transfer Agency ULC;

"Debenture Financing" means the concurrent brokered and non-brokered private placements of approximately 86,000 GGB Debentures at a price of C\$1,000 per GGB Debenture, for gross proceeds of approximately C\$86 million;

"Deposit Promissory Note" means the promissory note from the Issuer in favour of GGB in the principal amount of US\$2 million used by the Issuer to satisfy the deposit under the NOR Agreement;

"Director" means the director appointed under Section 278 of the OBCA;

"DOT" means the Nevada Department of Taxation;

"Effective Date" means the date within five business days of the date upon which all of the conditions to completion of the Amalgamation as set forth in the Business Combination Agreement have been satisfied or waived and all documents agreed to be delivered have been delivered to the satisfaction of the Issuer and GGB, acting reasonably, which will be the date shown on the certificate of Amalgamation issued by the Director giving effect to the Amalgamation, or such earlier or later date as the Issuer and GGB may mutually agree in writing;

"EO6" means Executive Order No. 6 issued by New Jersey Governor Phil Murphy on January 23, 2018;

"Escrow Agreement" has the meaning ascribed to that term under *Section 10 - Escrowed Securities*;

"Exchange Act" means the *Securities Exchange Act of 1934*;

"FDA" means the United States Food and Drug Administration;

"Financial Advisory Agreements" means the financial advisory agreements dated September 20, 2018 between GGB and each of All Js Greenspace LLC, Chiron Ventures Inc. and Hybrid Financial Ltd.;

"FinCEN Memorandum" means the memorandum issued by the Financial Crimes Enforcement Network of the Treasury Department in February 2014;

"Form 51-102F6V" means National Instrument Form 51-102F6V - *Statement of Executive Compensation – Venture Issuers*;

"Forward-Looking Information" has the meaning ascribed to that term under *"Cautionary Note Regarding Forward-Looking Statements"*;

"GAAP" means generally accepted accounting principles as set out in *the Canadian Institute of Chartered Accountants Handbook – Accounting* for an entity that prepares its financial statements in accordance with IFRS, at the relevant time, applied on a consistent basis;

"GGB" means Green Growth Brands Ltd.;

"GGB Beauty" means GGB Beauty LLC;

"GGB Common Shares" means the common shares in the capital of GGB;

"GGB Common Warrants" means the GGB Common Share purchase warrants;

"GGB Convertible Debentures" means the 12.00% unsecured convertible debentures of the Corporation with a maturity date of March 1, 2019 issued pursuant to the terms of the GGB Convertible Debenture Indenture;

"GGB Convertible Debenture Indenture" means the debenture indenture dated August 30, 2018 between GGB and CTA;

"GGB Greenspace Debentures" means the 12.00% unsecured convertible debentures of GGB issued to All Js Greenspace LLC;

"GGB Greenspace Units" means the units of GGB comprised of one (1) GGB Proportionate Share and one-half (1/2) one GGB Proportionate Warrant;

"GGB Licenses" means GGB Licenses LLC;

"GGB LLC" means Green Growth Brands LLC;

"GGB NEOs" has the meaning ascribed to that term under *Section 14 - Executive Compensation – GGB Executive Compensation*;

"GGB Nevada" means GGB Nevada LLC;

"GGB New Jersey" means GGB New Jersey LLC;

"GGB Pahrump" means GGB Nevada Pahrump LLC;

"GGB Proportionate Shares" means the proportionate voting shares in the capital of GGB;

"GGB Proportionate Warrants" means the GGB Proportionate Share purchase warrants or the GGB Common Warrants, as applicable, pursuant to the terms of the warrant;

"GGB Shareholders" means the holders of GGB Shares;

"GGB Shareholders Agreement" means the shareholders agreement dated April 10, 2018 among Chiron Ventures Inc., Cambridge Capital Ltd., and All JS Greenspace LLC as shareholders; Adam Arviv, Yoel Altman and JS Greenspace LLC as principals; and GGB;

"GGB Shares" means, collectively, the GGB Common Shares and the GGB Proportionate Shares;

"GGB Warrants" means, collectively, the GGB Common Warrants and the GGB Proportionate Warrants;

"GMS" means Green Mile Solutions LLC;

"GMP" means Good Manufacturing Practice;

"HOR" means Henderson Organic Remedies LLC;

"HOR Licensing Agreement" means the intellectual property licensing agreement between NOR and HOR dated September 4, 2018;

"IFRS" means International Financial Reporting Standards;

"Investor Rights Agreement" means the investor rights agreement to be entered into between GGB, Xanthic and All Js Greenspace LLC;

"Issuer" or **"Xanthic"** means Xanthic Biopharma Inc., a corporation formed under the OBCA;

"Issuer Board" means the board of directors of the Issuer;

"Issuer Common Shares" means the common shares in the capital of the Issuer;

"Issuer Common Warrants" means the Issuer Common Share purchase warrants;

"Issuer Equity Incentive Plan" means the equity incentive plan of the Issuer;

"Issuer Options" means options to acquire Issuer Shares pursuant to the Issuer Equity Incentive Plan;

"Issuer Proportionate Shares" means the proportionate voting shares in the capital of the Issuer;

"Issuer Proportionate Warrants" means the Issuer Proportionate Share purchase warrants or Issuer Common Warrants, as applicable, pursuant to the terms of the warrant;

"Issuer Shares" means, collectively, the Issuer Common Shares and the Issuer Proportionate Shares;

"Issuer Shareholders" mean the holders of Issuer Shares;

"Issuer Units" means the units of the Issuer, with each Issuer Unit comprised of one (1) Issuer Common Share and one-half (½) of one Issuer Common Warrant;

"Issuer Warrants" means, collectively, the Issuer Common Warrants and the Issuer Proportionate Warrants;

"IT" means information technology;

"Leahy Amendment" means the omnibus appropriations bill, SJ 1662 passed by United States Congress;

"Lease" means the lease agreement dated as of July 10, 2018, as amended, between GGB and Schottenstein Property Group;

"Listing Statement" means this listing statement of the Issuer including the schedules hereto;

"Loan" means the loan of US\$30,347,500 from GGB to the Issuer as evidenced by the Loan Agreement;

"Loan Agreement" means the loan agreement dated August 30, 2018 between the Issuer and GGB pursuant to which GGB loaned US\$30,347,500 to the Issuer to complete the NOR Acquisition;

"Market Price" means the volume weighted average closing price of the Issuer Common Shares for the five days immediately preceding the date of grant;

"MD&A" means management's discussion and analysis;

"Meeting" means the meeting of the Issuer Shareholders scheduled to take place on November 2, 2018;

"MMP" means Medicinal Marijuana Program;

"MMPR" means the Marijuana for Medical Purposes Regulations;

"NDS" means Nevada Dispensary Association;

"NP 46-201" means National Policy 46-201 – *Escrow for Initial Public Offerings*;

"NI 52-110" means National Instrument 52-110 – *Audit Committees*;

"NJ DOH" means the New Jersey Department of Health;

"NJCUMMA" means the New Jersey Compassionate Use Medical Marijuana Act;

"Nomination Rights Agreement" means the nomination rights agreement dated August 30, 2018 between GGB, Xanthic, All Js Greenspace LLC, Chiron Ventures Inc. and WMB Resources LLC;

"NOR" means Nevada Organic Remedies LLC, a company incorporated under the laws of Nevada;

"NOR Acquisition" means the acquisition by GGB Nevada of substantially all of the issued and outstanding membership interests of NOR, pursuant to the NOR Agreement;

"NOR Agreement" means the membership interest purchase agreement dated July 13, 2018 between NOR, as the company, the sellers set forth therein, as sellers, Andrew M. Jolley, as the representative of each seller, the Issuer, as parent, and GGB Nevada, as purchaser;

"NOR Closing Payment" means the initial cash payment of US\$30,347,500 made by GGB Nevada on closing of the NOR Acquisition;

"NOR Deposit" means the US\$2 million deposit payment made by GGB Nevada in connection with the NOR Acquisition;

"NOR Members" means the members of NOR prior to the NOR Acquisition;

"OBCA" means the *Business Corporations Act* (Ontario);

"OTC" means over-the-counter;

"Outside Date" means the deadline to complete the Business Combination, being December 1, 2018 unless the Issuer and GGB agree otherwise;

"Participation Agreement" means the agreement dated August 30, 2018 between GGB and WMB Resources LLC;

"person" means a Company or individual;

"Plan Administrator" means the plan administrator of the Issuer Equity Incentive Plan;

"Rampart Mercantile" means Rampart Mercantile Inc.;

"Rampart Mines" means Rampart Mines Limited;

"Rampart Resources" means Rampart Resources Limited;

"Resulting Issuer" means the Issuer upon completion of the Business Combination;

"Resulting Issuer Board" means the board of directors of the Resulting Issuer;

"Resulting Issuer Common Shares" means the common shares in the capital of the Resulting Issuer;

"Resulting Issuer Common Warrants" means the Resulting Issuer Common Share purchase warrants;

"Resulting Issuer Equity Incentive Plan" means the equity incentive plan of the Resulting Issuer;

"Resulting Issuer Options" means options to acquire Resulting Issuer Shares pursuant to the Resulting Issuer Equity Incentive Plan;

"Resulting Issuer Proportionate Shares" means the proportionate voting shares in the capital of the Resulting Issuer;

"Resulting Issuer Proportionate Warrants" means the Resulting Issuer Proportionate Share purchase warrants;

"Resulting Issuer Shareholders" means the holders of Resulting Issuer Shares;

"Resulting Issuer Shares" means, collectively, the Resulting Issuer Common Shares and Resulting Issuer Proportionate Shares;

"Resulting Issuer Warrants" means, collectively, the Resulting Issuer Common Warrants and Resulting Issuer Proportionate Warrants;

"Rohrabacher-Blumenauer Amendment" means the Rohrabacher Amendment Title: H.R.2578 — Commerce, Justice, Science, and Related Agencies Appropriations Act, 2016;

"SEDAR" means System for Electronic Document Analysis and Retrieval;

"Sessions Memorandum" means the United States Department of Justice Memorandum issued by Attorney General James Jeff Sessions on January 4, 2018 that rescinded the Cole Memorandum;

"Staff Notice 51-352" means the Canadian Securities Administrators Staff Notice 51-352 (Revised) – *Issuers with U.S. Marijuana-Related Activities*;

"Subco" means 2657013 Ontario Inc.;

"Subco Shares" means the common shares in the capital of Subco;

"THC" means tetrahydrocannabinol;

"TMX MOU" means the memorandum of understanding among TMX Group, Acquitas NEO Exchange Inc., the CSE, the TSX and the TSX Venture Exchange;

"Trans-Rampart" means Trans-Rampart Industries Ltd.;

"TSX" means Toronto Stock Exchange;

"Xanthic Beverages" means Xanthic Beverages USA, LLC; and

"Xanthic Beverages Agreement" means the licensing and strategic partnership agreement dated March 22, 2018 between Xanthic and Xanthic Beverages.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Statements contained in this listing statement (the "**Listing Statement**") that are not historical facts are "forward-looking statements" or "forward-looking information" (collectively, "**Forward-Looking Information**") within the meaning of applicable Canadian securities legislation.

Forward-Looking Information includes, but is not limited to, statements relating to the timing, availability and amount of financings; expected use of proceeds; business objectives; results of operations; results of license applications; potential investments; the timing and costs of developing the Resulting Issuer's products; success of the Resulting Issuer's products and investments; requirements for additional capital; industry demand and developments in applicable legislation. In certain cases, Forward-Looking Information can be identified by the use of words such as "plans", "expects", or "does not expect", "is expected", "budget", "scheduled", "estimates", "forecasts", "intended", "anticipates", or "does not anticipate", or "believes" or variations of such words and phrases or statements that certain actions, events or results "may", "could", "would", "might" or "will be taken", "occur", or "be achieved".

In providing the Forward-Looking Information in this Listing Statement, the Issuer and GGB have applied several material assumptions, including, but not limited to, the assumption that additional financings needed will be available on reasonable terms, that the objectives concerning its products and investments can be achieved, that general business, economic or regulatory conditions will not change in a materially adverse manner, and that all necessary governmental approvals for its current and future products will be obtained in a timely manner and on acceptable terms. Other assumptions are discussed throughout this Listing Statement and, in particular, in the "Risk Factors" found in this Listing Statement.

Forward-Looking Information involves known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Resulting Issuer to be materially different from any future results, performance or achievements expressed or implied by the Forward-Looking Information. Such risks and other factors include, among others, risks set out below as well as those factors discussed in the "Risk Factors" found in this Listing Statement:

Although the Issuer and GGB have attempted to identify important factors that could affect the Resulting Issuer and may cause actual actions, events or results to differ materially from those described in Forward-Looking Information, there may be other factors that cause actions, events or results not to be as anticipated, estimated or intended. There can be no assurance that Forward-Looking Information will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Accordingly, readers should not place undue reliance on Forward-Looking Information.

The Forward Looking Information contained in this Listing Statement is current as of the date hereof and, unless so required by applicable law, the Issuer, GGB and the Resulting Issuer undertake no obligation to update publicly or revise any Forward Looking Information, whether as a result of new information future events or otherwise. The Forward Looking Information contained in this Listing Statement is expressly qualified by this cautionary statement.

NOTICE REGARDING INFORMATION

The information contained in this Listing Statement concerning GGB, including with respect to its directors, officers and affiliates, is based solely upon information provided to the Issuer by GGB or upon publicly available information. With respect to this information, the Issuer has relied exclusively upon GGB (which has reviewed the relevant parts of this Listing Statement), without independent verification by the Issuer.

The information contained in this Listing Statement concerning NOR is based solely upon information provided to the Issuer by NOR or upon publicly available information. With respect to this information, GGB and the Issuer have relied exclusively upon NOR (which has reviewed the relevant parts of this Listing Statement), without independent verification by GGB or the Issuer.

The information contained in this Listing Statement concerning the Issuer, including with respect to its directors, officers and affiliates, is based solely upon information provided by the Issuer or upon publicly available information. With respect to this information, GGB has relied exclusively upon the Issuer (which has reviewed the relevant parts of this Circular), without independent verification by GGB.

Information in this Listing Statement is given as at October 1, 2018 unless otherwise indicated and except for information contained in the documents incorporated herein by reference, which is given as at the respective dates stated therein. Financial amounts are expressed in Canadian dollars (C\$) unless otherwise noted.

No person is authorized to give any information or make any representation not contained or incorporated by reference in this Listing Statement and, if given or made, such information or representation should not be relied upon as having been authorized. This Listing Statement does not constitute an offer to sell, or a solicitation of an offer to purchase, any securities, or the solicitation of a proxy, by any person in any jurisdiction in which such an offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such an offer or solicitation of an offer or proxy solicitation. Neither delivery of this Listing Statement nor any distribution of the securities referred to in this Listing Statement will, under any circumstances, create an implication that there has been no change in the information set forth herein since the date of this Listing Statement.

Any market data or industry forecasts used in this Listing Statement, unless otherwise specified, were obtained from publicly available sources. Although the Issuer and GGB believe these sources to be generally reliable, the accuracy and completeness of such information are not guaranteed and have not been independently verified.

Statistical information included in this Listing Statement and other data relating to the industry in which the Resulting Issuer intends to operate is derived from recognized industry reports published by industry analysts, industry associations and independent consulting and data compilation organizations.

1. CORPORATE STRUCTURE

1.1 *Corporate Name and Office*

This Listing Statement has been prepared in connection with the Business Combination and proposed listing on the CSE of the common shares (the “**Resulting Issuer Common Shares**”) in the capital of Xanthic Biopharma Inc. (the “**Resulting Issuer**”).

The current registered office of Xanthic Biopharma Inc. (the “**Issuer**” or “**Xanthic**”) is 77 King St. W., Suite 2905, Toronto, ON M5K 1A2.

Upon completion of the Business Combination, the registered and head office of the Resulting Issuer will be 77 King St. W., Suite 2905, Toronto, ON M5K 1A2.

1.2 *Jurisdiction of Incorporation*

The Issuer was formed pursuant to a reverse takeover involving a publicly held British Columbia corporation, Aurquest Resources Inc. (“**Aurquest**”),¹ and a privately held Ontario corporation, Xanthic Biopharma Limited, which was completed on December 15, 2017. On February 16, 2018, the Issuer completed a consolidation of the Issuer Common Shares on the basis of one post-consolidation Issuer Common Share for eight pre-consolidation Issuer Common Shares.

The Issuer has 11 wholly-owned subsidiaries:

- Nevada Organic Remedies LLC (“**NOR**”), which was incorporated in Nevada on April 16, 2014;
- Xanthic Biopharma Limited, which was incorporated under the *Business Corporations Act* (Ontario) (the “**OBCA**”) on March 15, 2017;
- Xanthic Colorado LLC, which was incorporated in the state of Nevada on September 18, 2017;
- Xanthic Biopharma Oregon LLC, which was incorporated in the state of Oregon on January 3, 2018;
- Xanthic Biopharma US Hold Co., which was incorporated in the state of Nevada on March 13, 2018;
- Xanthic Biopharma Nevada LLC, which was incorporated in Nevada on June 26, 2018;
- Xanthic Biopharma California LLC, which was incorporated in California on June 27, 2018;
- GGB Nevada LLC (“**GGB Nevada**”), which was incorporated in the state of Nevada on July 6, 2018;
- GGB Nevada Pahrump LLC (“**GGB Pahrump**”), which was incorporated in the state of Nevada on August 13, 2018;
- GGB New Jersey LLC (“**GGB New Jersey**”), which was incorporated in the state of New Jersey on August 17, 2018; and

¹ Aurquest Resources Inc. was formed pursuant to a Memorandum of Association, dated November 18, 1968, under the *Business Corporations Act* (British Columbia) under the name “Rampart Mines Limited” (“**Rampart Mines**”). On May 28, 1984, Rampart Mines changed its name to “Rampart Resources Limited” (“**Rampart Resources**”). On July 23, 1987, Rampart Resources changed its name to “Trans-Rampart Industries Ltd.” (“**Trans-Rampart**”). On May 3, 1993, Trans-Rampart changed its name to “Rampart Mercantile Inc.” (“**Rampart Mercantile**”). On October 6, 1999, Rampart Mercantile amended its Memorandum of Association, consolidating its outstanding capital on the basis of one (1) post-consolidated common share for each ten (10) pre-consolidated common shares and increasing its outstanding capital to 100,000,000 common shares. On November 24, 1999, Rampart Mercantile continued out of the province of British Columbia into the province of Ontario, increased its capital to an unlimited number of common shares and an unlimited number of first preferred shares, and adopted new by-laws. On November 1, 2000, Rampart Mercantile amalgamated with North American Store Finance Ltd. Finally, on April 14, 2011, Rampart Mercantile changed its name to Aurquest Resources Inc.

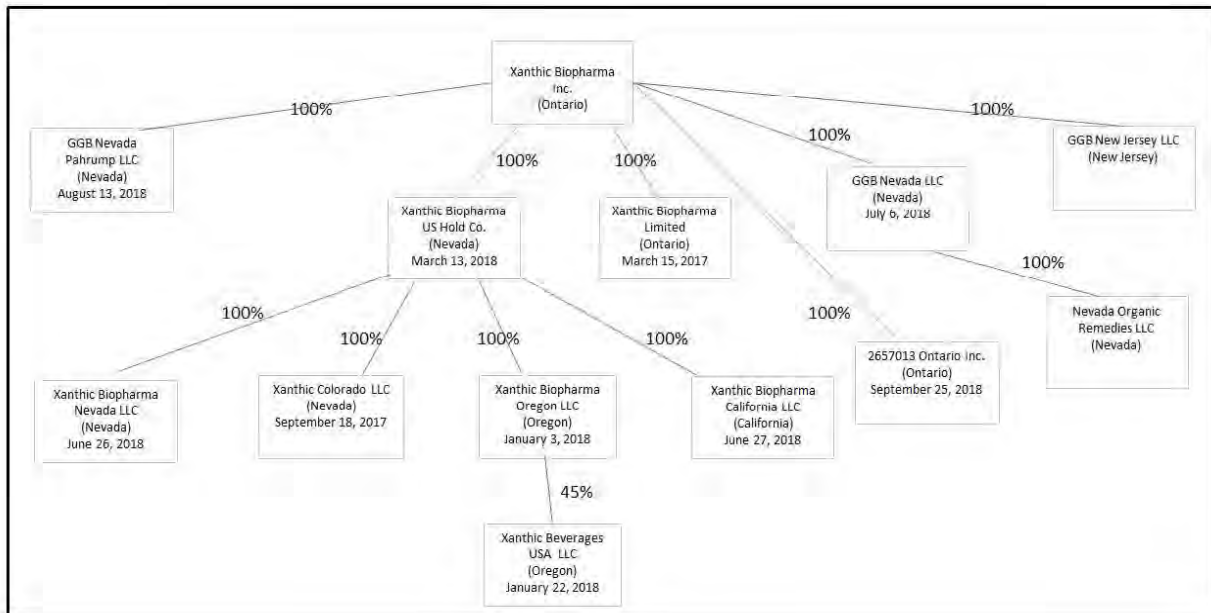
- 2657013 Ontario Inc. ("Subco") which was incorporated under the OBCA on September 25, 2018.

Green Growth Brands Ltd ("GGB") was incorporated under the OBCA on February 14, 2018 and has the following wholly-owned subsidiaries:

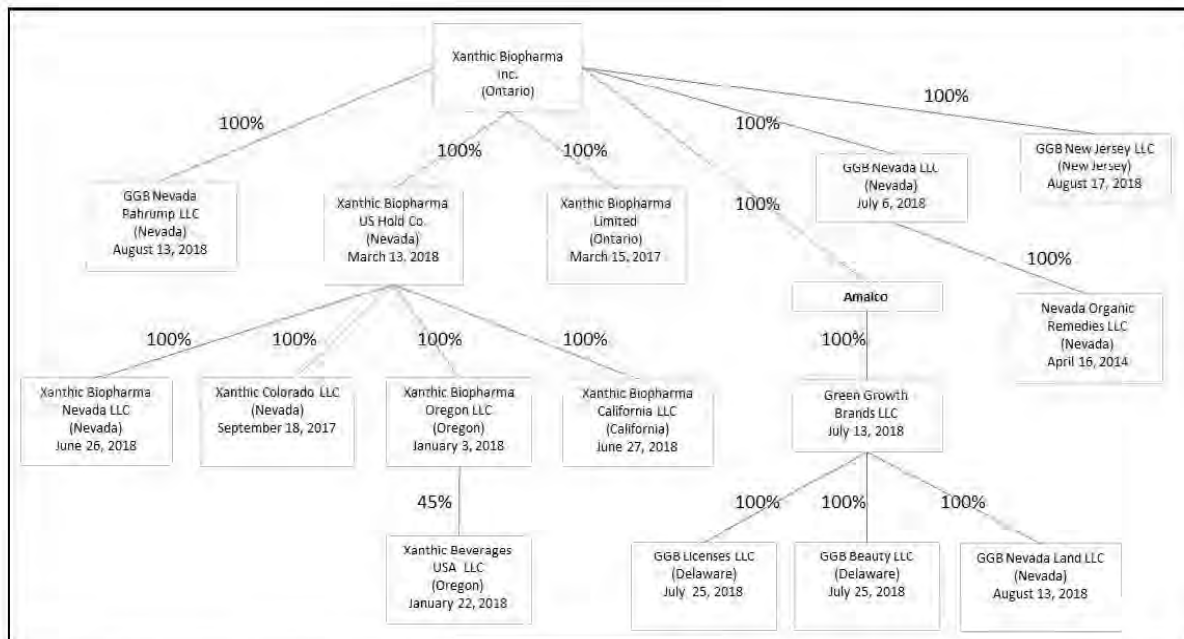
- Green Growth Brands LLC ("GGB LLC"), which was incorporated in the state of Delaware on February 14, 2018;
- GGB Licenses LLC ("GGB Licenses"), which was incorporated in the state of Delaware on July 25, 2018;
- GGB Beauty LLC ("GGB Beauty"), which was incorporated in Delaware on July 25, 2018; and
- GGB Nevada Land LLC, which was incorporated in the state of Nevada on August 13, 2018.

1.3 Intercorporate Relationships

Prior to the completion of the Business Combination, the corporate structure of the Issuer was as follows:



Following the completion of the Business Combination, the corporate structure of the Resulting Issuer will be as follows:



1.4 Fundamental Change

The Issuer, Subco and GGB will complete the Business Combination. Upon completion of the amalgamation of Subco and GGB (the "Amalgamation"), the Issuer will become the Resulting Issuer and have a direct wholly-owned subsidiary, being the resulting entity from the Amalgamation ("Amalco"), along with 15 other wholly-owned subsidiaries (as shown in the corporate structure diagram in Section 1.3 – *Intercorporate Relationships* above). In conjunction with the Business Combination, the Resulting Issuer will reorganize its share structure and consolidate all of the issued and outstanding shares (the "Resulting Issuer Shares") on the basis of four (4) pre-consolidation Resulting Issuer Shares for one (1) post-consolidation Resulting Issuer Share (the "Consolidation").

1.5 Non-Corporate Issuers and Issuers Incorporated Outside of Canada

Not applicable.

2. GENERAL DEVELOPMENT OF THE BUSINESS

2.1 General Development of the Business of the Issuer Prior to the Business Combination

The Issuer Common Shares are currently listed for trading on the CSE under the trading symbol "xTHC". The Issuer's head and principal office is located at 77 King St. W., Suite 2905, Toronto, ON M5K 1A2.

On December 15, 2017, the Issuer was formed pursuant to a reverse takeover involving Aurquest and a privately held Ontario corporation, Xanthic Biopharma Limited. The Issuer was founded with the objective of becoming a leader in developing innovative, non-combustible alternative delivery methods for cannabis-infused products.

On January 16, 2018, the Issuer completed a non-brokered private placement of 96,000,000 Issuer Common Shares for gross proceeds of C\$1,500,000.

On February 16, 2018, the Issuer consolidated the Issuer Common Shares on basis of one (1) post-consolidation Issuer Common Share for every eight (8) pre-consolidation Issuer Common Shares, resulting in a total of 55,710,547 Issuer Common Shares outstanding at the time of the consolidation. Concurrently, the Issuer changed its name from Aurquest Resources Inc. to Xanthic Biopharma Inc.

On March 22, 2018, the Issuer entered into a licensing and strategic partnership agreement (the "**Xanthic Beverages Agreement**") with Xanthic Beverages USA, LLC (formerly Avitas CBD Water, LLC) ("**Xanthic Beverages**"), a company based in Portland, Oregon. Pursuant to the Xanthic Beverages Agreement, Xanthic Beverages agreed to produce CBD-infused water for distribution to over 500 retail locations, including grocery retailers and convenience stores, across Eastern Washington and Northeast Oregon. The Issuer also acquired a 45% ownership position in Xanthic Beverages in exchange for a cash payment of US\$600,000 and the issuance of up to 600,000 Issuer Common Shares, with an aggregate value of US\$300,000 at US\$0.50 per Issuer Common Share, subject to certain performance milestones over the 12 months following the closing of the Xanthic Beverages Agreement.

On April 19, 2018, the Issuer Common Shares commenced trading on the CSE under the symbol "xTHC". Concurrently, the Issuer completed a non-brokered private placement of 1,112,000 units ("**Issuer Units**") at a price of \$0.50 per Issuer Unit to raise aggregate gross proceeds of \$556,000. Each Issuer Unit is comprised of one Issuer Common Share and one-half of one Issuer Common Warrant. Each Issuer Common Warrant entitles the holder thereof to purchase one Issuer Common Share at an exercise price of \$0.75 per Issuer Common Share until April 19, 2020. In connection with the private placement, the Issuer paid an aggregate finder's fee of C\$18,000 and an aggregate of 24,000 compensation options.

On April 20, 2018, the Issuer signed a binding letter of intent with Green Mile Solutions LLC ("**GMS**") to develop plans to manufacture and distribute Xanthic-branded cannabis-infused products in the states of Oregon, Nevada and Ohio. GMS facilitates the manufacturing of cannabis-infused powders in licensed facilities using the proprietary Xanthic process to create water soluble THC and CBD. GMS procures sales of the finished products into the local licensed dispensary networks through existing sales and distribution channels.

On May 7, 2018, the Issuer signed a binding letter of intent with Nutritional High International Inc. for the production and distribution of Xanthic-branded, water-soluble cannabis-infused powders in the state of California.

On June 11, 2018, the Issuer signed a letter of intent with ABH Pharma Inc. ("**ABH**"), a leading FDA-registered and GMP-certified manufacturer of in-house branded and private label dietary supplements in the United States. Through its partnership with the Issuer, ABH was to offer "Xanthic Powered" CBD-infused products to customers across its broad range of dietary supplements, which would be sold by various brick-and-mortar retailers and e-commerce websites. On July 3, 2018, the Issuer terminated its letter of intent with ABH due to the parties' inability to reach agreement on key business terms.

On June 26, 2018, Dr. Gunther Hintz resigned from the Issuer Board.

On July 13, 2018, GGB Nevada entered into a membership interest purchase agreement (the "**NOR Agreement**") with *inter alios*, Andrew Jolley and Stephen Byrne (together, the "**NOR Sellers**"), pursuant to which GGB Nevada, a wholly-owned subsidiary of Xanthic, acquired 95% of the issued and outstanding membership interests of NOR and the obligation to acquire the remaining 5% of the issued and outstanding membership interests of NOR (the "**NOR Acquisition**") for a total purchase price of

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN RE: D.O.T. LITIGATION

TGIG, LLC; NEVADA HOLISITIC
MEDICINE, LLC; GBS NEVADA
PARTNERS, LLC; FIDELIS HOLDINGS,
LLC; GRAVITAS NEVADA, LLC;
NEVADA PURE, LLC; MEDIFARM, LLC;
MEDIFARM IV LLC; THC NEVADA, LLC;
HERBAL CHOICE, INC.; RED EARTH LLC;
NEVCANN LLC, GREEN THERAPEUTICS
LLC; AND GREAN LEAF FARMS
HOLDINGS LLC,

Appellants,

vs.

THE STATE OF NEVADA, ON RELATION
OF ITS DEPARTMENT OF TAXATION,

Respondent.

Supreme Court Case No.: 82014

District Court Case No.: A787004

PLAINTIFFS' JOINT APPENDIX

VOLUME 342 OF 343

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3	COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	1	12/19/2018	000026-000036
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5	COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS AND PROHIBITION	1	1/4/2019	000054-000078
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12	CLEAR RIVER, LLC'S ANSWER TO PLAINTIFFS' COMPLAINT	2	5/7/2019	000252-000269
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¹ Pursuant to NRAP 30(c)(1), “[t]ranscripts that are included in the appendix shall be placed in chronological order by date of the hearing or trial.” Accordingly, the controlling date for the placement of a transcript in this appendix is the hearing date, not the date the transcript was filed with the district court.

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118	DEFENDANT DEEP ROOTS MEDICAL LLC'S ANSWER TO THE SERENITY PLAINTIFFS' SECOND AMENDED COMPLAINT	54	2/12/2020	006806-006814
119	DEFENDANT DEEP ROOTS MEDICAL LLC'S ANSWER TO ETW PLAINTIFFS' THIRD AMENDED COMPLAINT	54	2/12/2020	006815-006822

120	GREENMART OF NEVADA NLV LLC'S ANSWER TO ETW MANAGEMENT GROUP LLC, GLOBAL HARMONY LLC, GREEN LEAF FARMS HOLDINGS LLC, GREEN THERAPEUTICS LLC, HERBAL CHOICE INC., JUST QUALITY LLC, LIBRA WELLNESS CENTER, LLC, ROMBOUGH REAL ESTATE INC. DBA MOTHER HERB, NEVCANN LLC, RED EARTH LLC, THC NEVADA LLC, ZION GARDENS LLC AND MMOF VEGAS RETAIL, INC.'S THIRD AMENDED COMPLAINT	55	2/12/2020	006823-006841
121	ANSWER TO D.H. FLAMINGO PLAINTIFFS' FIRST AMENDED COMPLAINT AND PETITION FOR REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	55	2/12/2020	006842-006853
122	CPCM HOLDINGS, LLC D/B/A THRIVE CANNABIS MARKETPLACE'S ANSWER TO MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	55	2/13/2020	006854-006867
123	ANSWER TO SERENITY PLAINTIFFS' SECOND AMENDED COMPLAINT	55	2/14/2020	006868-006876
124	CIRCLE S FARMS LLC'S ANSWER TO RURAL REMEDIES, LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	55	2/18/2020	006877-006884
125	ANSWER TO RURAL REMEDIES, LLC'S COMPLAINT IN INTERVENTION	55	2/18/2020	006885-006910
126	GREENMART OF NEVADA NLV LLC'S ANSWER TO DEFENDANT RURAL REMEDIES, LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	55	2/18/2020	006911-006921
127	MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC ANSWER TO RURAL REMEDIES, LLC'S COMPLAINT IN INTERVENTION	55	2/18/2020	006922-006935
128	ORDER GRANTING IN PART AND DENYING IN PART THE DEPARTMENT OF TAXATION'S MOTIONS FOR PROTECTIVE ORDER ON ORDER SHORTENING TIME	55	2/19/2020	006936-006941

129	CIRCLE S FARMS LLC'S ANSWER TO STRIVE WELLNESS OF NEVADA LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	55	2/20/2020	006942-006949
130	NOTICE OF FILING OF EMERGENCY PETITION FOR WRIT OF MANDAMUS OR PROHIBITION UNDER NRAP 21(a)6)	55	2/21/2020	006950-006951
131	DEFENDANT DEEP ROOTS MEDICAL LLC'S ANSWER TO STRIVE WELLNESS OF NEVADA LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND/OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	55	2/25/2020	006952-006958
132	GREENMART OF NEVADA NLV LLC'S ANSWER TO QUALCAN LLC'S SECOND AMENDED COMPLAINT	55	2/25/2020	006959-006970
133	NEVADA WELLNESS CENTER, LLC'S ANSWER TO DEFENDANT RURAL REMEDIES, LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	55	2/26/2020	006971-006983
134	GREENMART OF NEVADA NLV LLC'S MOTION TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	55	2/28/2020	006984-006987
135	MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC ANSWER TO NATURAL MEDICINE, LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	56	2/28/2020	006988-007000
136	NEVADA WELLNESS CENTER, LLC'S ANSWER TO DEFENDANT/RESPONDENT STRIVE WELLNESS OF NEVADA LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND/OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	56	2/28/2020	007001-007012

137	GREENMART OF NEVADA NLV LLC'S ANSWER TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	56	3/6/2020	007013-007024
138	GREENMART OF NEVADA NLV LLC'S ANSWER TO STRIVE WELLNESS OF NEVADA LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	56	3/6/2020	007025-007036
139	QUALCAN, LLC'S PETITION FOR WRIT OF MANDAMUS	56	3/13/2020	007037-007057
140	PLAINTIFF NEVADA WELLNESS CENTER, LLC'S MOTION TO COMPEL GREENMART OF NEVADA, LLC TO PRODUCE KENNETH LEE AND HAE LEE FOR DEPOSITION ON ORDER SHORTENING TIME	56	3/16/2020	007058-007074
141	GREENMART OF NEVADA NLV LLC'S OPPOSITION TO NEVADA WELLNESS CENTER, LLC'S MOTION TO COMPEL GREENMART TO ALSO PRODUCE KENNETH LEE AND HAE LEE FOR DEPOSITION	56	3/18/2020	007075-007080
142	NEVADA WELLNESS CENTER, LLC'S JOINDER TO ETW PLAINTIFFS' MOTION TO COMPEL PRIVILEGE LOGS	56	3/20/2020	007081-007083
143	NEVADA WELLNESS CENTER, LLC'S JOINDER TO ETW PLAINTIFFS' MOTION TO COMPEL	56	3/20/2020	007084-007086
144	GREENMART OF NEVADA NLV LLC'S RESPONSE IN OPPOSITION TO QUALCAN, LLC'S PETITION FOR WRIT OF MANDAMUS	56	3/23/2020	007087-007095
145	CLEAR RIVER, LLC'S OPPOSITION TO QUALCAN, LLC'S PETITION FOR WRIT OF MANDAMUS ON ORDER SHORTENING TIME	56	3/27/2020	007096-007099
146	NEVADA ORGANIC REMEDIES, LLC'S OPPOSITION TO QUALCAN'S PETITION FOR WRIT OF MANDAMUS	56	3/27/2020	007100-007143
147	PLAINTIFF NEVADA WELLNESS CENTER, LLC'S OPPOSITION TO QUALCAN, LLC'S PETITION FOR WRIT OF MANDAMUS	57	3/27/2020	007144-007175
148	DEPARTMENT OF TAXATION'S OPPOSITION TO QUALCAN, LLC'S PETITION FOR WRIT OF MANDAMUS	57	3/27/2020	007176-007182

149	THE ESSENCE ENTITIES' OPPOSITION TO ETW PLAINTIFFS' 1) MOTION TO COMPEL AND 2) MOTION TO COMPEL PRIVILEGE LOGS	57	3/27/2020	007183-007293
150	CLEAR RIVER, LLC'S OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL PRIVILEGE LOGS AND COUNTER MOTION FOR SANCTIONS PURSUANT TO NRCP 37	57	3/30/2020	007294-007310
151	CLEAR RIVER, LLC'S OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL SUPPLEMENTAL RESPONSES	58	3/30/2020	007311-007329
152	ORDER DENYING DEFENDANT JORGE PUPO'S MOTION TO DISMISS	58	3/30/2020	007330-007332
153	GREENMART OF NEVADA NLV LLC'S OPPOSITION TO ETW PLAINTIFFS' MOTION TO COMPEL PRIVILEGE LOGS	58	4/3/2020	007333-007336
154	GREENMART OF NEVADA NLV LLC'S OPPOSITION TO ETW PLAINTIFFS' MOTION TO COMPEL	58	4/3/2020	007337-007346
155	DEPARTMENT OF TAXATION'S ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	58	4/8/2020	007347-007360
156	NEVADA WELLNESS CENTER, LLC'S ANSWER TO DEFENDANT RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	58	4/8/2020	007361-007373
157	CIRCLE S FARMS LLC'S ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	58	4/9/2020	007374-007381
158	CLEAR RIVER, LLC'S OPPOSITION TO PLAINTIFF NEVADA WELLNESS CENTER, LLC'S MOTION TO COMPEL CLEAR RIVER, LLC TO PRODUCE ADDITIONAL DOCUMENTS ON ORDER SHORTENING TIME	58	4/9/2020	007382-007395

159	NOTICE OF ENTRY OF ORDER DENYING MM DEVELOPMENT COMPANY, INC.'S MOTION TO STRIKE AND-OR DISMISS D.H. FLAMINGO, INC.'S COUNTERCLAIM	58	4/9/2020	007396-007400
160	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S MOTION TO DISMISS 1) NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS;(2) STRIVE WELLNESS' COMPLAINT; (3) RURAL REMEDIES AMENDED COMPLAINT; (4) QUALCAN'S AMENDED COMPLAINT; (5) HIGH SIERRA HOLISTICS COMPLAINT AND (6) NATURAL MEDICINE'S COMPLAINT FOR FAILING TO COMPLY WITH NRS 233B.130(2)(D)	59 thru 60	4/14/2020	007401-007717
161	DEFENDANT PUPO'S ANSWER TO RURAL REMEDIES' AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	61	4/14/2020	007718-007730
162	THRIVE'S SUPPLEMENTAL BRIEF IN SUPPORT OF OPPOSITION TO ETW MANAGEMENT GROUP LLC; ET AL.'S MOTION TO COMPEL	61	4/14/2020	007731-007792
163	MINUTE ORDER CLEAR RIVER'S REQUEST FOR OST ON MOTION TO DISMISS	61	4/15/2020	007793-007793
164	DEPARTMENT OF TAXATION'S ANSWER TO ETW MANAGEMENT GROUP LLC PARTIES' THIRD AMENDED COMPLAINT	61	4/20/2020	007794-007810
165	DEPARTMENT OF TAXATION'S ANSWER TO NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	61	4/20/2020	007811-007845
166	DEPARTMENT OF TAXATION'S ANSWER TO QUALCAN'S SECOND A MENDED COMPLAINT	61	4/20/2020	007846-007862
167	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO ETW PLAINTIFFS' THIRD AMENDED COMPLAINT	62	4/21/2020	007863-007893

168	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	62	4/21/2020	007894-007913
169	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO TGIG PLAINTIFFS' SECOND AMENDED COMPLAINT	62	4/21/2020	007914-007935
170	ORDER GRANTING PLAINTIFF NEVADA WELLNESS CENTER, LLC'S MOTION TO COMPEL CLEAR RIVER, LLC TO PRODUCE ADDITIONAL DOCUMENTS ON ORDER SHORTENING TIME	62	4/21/2020	007936-007939
171	ORDER DENYING LONE MOUNTAIN PARTNER'S MOTION TO DISMISS SECOND AMENDED COMPLAINT	62	5/5/2020	007940-007941
172	DEPARTMENT OF TAXATION'S INDEX OF EXHIBITS IN SUPPORT OF ITS OPPOSITION TO NEVADA WELLNESS CENTER, LLC'S MOTION TO STRIKE CERTAIN DEFENSES IN DEPARTMENT OF TAXATION'S ANSWER TO SECOND AMENDED COMPLAINT	63 thru 64	5/11/2020	007942-008232
173	DEPARTMENT OF TAXATION'S OPPOSITION TO NEVADA WELLNESS CENTER, LLC'S MOTION TO STRIKE CERTAIN DEFENSES IN DEPARTMENT OF TAXATION'S ANSWER TO SECOND AMENDED COMPLAINT	65	5/11/2020	008233-008241
174	DEPARTMENT OF TAXATION'S NOTICE OF SUPPLEMENTAL AUTHORITY	65	5/12/2020	008242-008252
175	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	65	5/21/2020	008253-008302
176	HEARING ON MOTIONS FOR SUMMARY JUDGMENT OR WRIT OF MANDAMUS AND MOTION TO EXTEND TIME FOR BRIEFING	65	5/22/2020	008303-008354

177	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS AND PROHIBITION	65	5/26/2020	008355-008375
178	PURE TONIC CONCENTRATES LLC'S ANSWER TO MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	65	5/29/2020	008376-008379
179	RURAL REMEDIES, LLC'S ANSWER TO DEFENDANT-RESPONDENT NATURAL MEDICINE'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS AND PROHIBITION	65	6/3/2020	008380-008393
180	NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO NATURAL MEDICINE'S LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	65	6/4/2020	008394-008401
181	NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO STRIVE WELLNESS OF NEVADA LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	66	6/4/2020	008402-008409
182	ORDER DENYING D.H. FLAMINGO, INC. AND SURTERRA HOLDINGS, INC.'S MOTION FOR SUMMARY JUDGMENT AGAINST MM DEVELOPMENT COMPANY, INC.	66	6/5/2020	008410-008413
183	CPCM HOLDINGS, LLC DBA THRIVE CANNABIS MARKETPLACE'S ANSWER TO DEFENDANT-RESPONDENT NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRIT OF CERTIORARI. MANDAMUS, AND PROHIBITION	66	6/5/2020	008414-008435
184	TGIG, LLC, NEVADA HOLISTIC MEDICINE, LLC, GBS NEVADA PARTNERS, FIDELIS HOLDINGS, LLC, GRAVITAS NEVADA, NEVADA PURE, LLC, MEDIFARM, LLC, AND MEDIFARM IV'S ANSWER TO NATURAL MEDICINE	66	6/10/2020	008436-008454

185	PLAINTIFF'S DECLARATION & POA-F2018-01430	67 thru 74	6/12/2020	008455-009889
186	PLAINTIFF'S NOTICE OF FILING RECORD ON REVIEW	75	6/12/2020	009890-009933
187	PLAINTIFF'S DKT 148-1 INDEX OF EXHIBITS - 1	76 thru 77	6/12/2020	009934-010291
188	PLAINTIFF'S DKT 148-1 INDEX OF EXHIBITS - 2	78 thru 79	6/12/2020	010292-010595
189	PLAINTIFF'S RECORD PART 1	80 thru 81	6/12/2020	010596-010937
190	PLAINTIFF'S RECORD PART 2	82 thru 83	6/12/2020	010938-011275
191	PLAINTIFF'S RECORD PART 3	84 thru 85	6/12/2020	011276-011613
192	PLAINTIFF'S RECORD PART 4	86 thru 87	6/12/2020	011614-011951
193	PLAINTIFF'S RECORD PART 5	88	6/12/2020	011952-012104
194	PLAINTIFF'S RECORD PART 6	89	6/12/2020	012105-012258
195	PLAINTIFF'S RECORD PART 7	90	6/12/2020	012259-012413
196	PLAINTIFF'S RECORD PART 8	91	6/12/2020	012414-012569
197	PLAINTIFF'S RECORD PART 9	92	6/12/2020	012570-012723
198	PLAINTIFF'S RECORD PART 10	93	6/12/2020	012724-012878
199	PLAINTIFF'S RECORD PART 11	94	6/12/2020	012879-013032
200	PLAINTIFF'S RECORD PART 12	95	6/12/2020	013033-013187
201	PLAINTIFF'S RECORD PART 13	96	6/12/2020	013188-013341

202	PLAINTIFF'S RECORD PART 14	97	6/12/2020	013342-013496
203	PLAINTIFF'S RECORD PART 15	98 thru 99	6/12/2020	013497-013774
204	PLAINTIFF'S RECORD PART 16	100 thru 101	6/12/2020	013775-014052
205	PLAINTIFF'S RECORD PART 17	102 thru 103	6/12/2020	014053-014330
206	PLAINTIFF'S RECORD PART 18	104 thru 105	6/12/2020	014331-014608
207	PLAINTIFF'S RECORD PART 18	106 thru 107	6/12/2020	014609-014886
208	PLAINTIFF'S RECORD PART 19	108 thru 111	6/12/2020	014887-015426
209	PLAINTIFF'S RECORD PART 20	112 thru 115	6/12/2020	015427-015966
210	PLAINTIFF'S RECORD PART 21	116 thru 119	6/12/2020	015967-016506
211	PLAINTIFF'S RECORD PART 22	120 thru 123	6/12/2020	016507-017048
212	PLAINTIFF'S RECORD PART 24	124 thru 131	6/12/2020	017049-018484
213	PLAINTIFF'S RECORD PART 25	132 thru 134	6/12/2020	018485-018844
214	PLAINTIFF'S RECORD PART 26	135 thru 136	6/12/2020	018845-019202
215	PLAINTIFF'S RECORD PART 27	137 thru 144	6/12/2020	019203-020637

216	PLAINTIFF'S RECORD PART 28	145 thru 147	6/12/2020	020638-020999
217	PLAINTIFF'S RECORD PART 29	148 thru 149	6/12/2020	021000-021357
218	PLAINTIFF'S RECORD PART 30	150 thru 157	6/12/2020	021358-022621
219	PLAINTIFF'S RECORD PART 31	158 thru 159	6/12/2020	022622-022979
220	PLAINTIFF'S RECORD PART 32	160 thru 167	6/12/2020	022980-024414
221	PLAINTIFF'S RECORD PART 33	168 thru 169	6/12/2020	024415-024718
222	PLAINTIFF'S RECORD PART 35	170 thru 177	6/12/2020	024719-026153
223	PLAINTIFF'S RECORD PART 37	178	6/12/2020	026154-026256
224	PLAINTIFF'S RECORD PART 39	179 thru 181	6/12/2020	026257-026669
225	PLAINTIFF'S RECORD PART 40	182 thru 183	6/12/2020	026670-026934
226	PLAINTIFF'S RECORD PART 41	184 thru 186	6/12/2020	026935-027347
227	PLAINTIFF'S RECORD PART 42	187 thru 188	6/12/2020	027348-027612
228	PLAINTIFF'S RECORD PART 43	189 thru 191	6/12/2020	027613-028025
229	PLAINTIFF'S RECORD PART 44	192 thru 193	6/12/2020	028026-028290

230	PLAINTIFF'S RECORD PART 45	194 thru 196	6/12/2020	028291-028703
231	PLAINTIFF'S RECORD PART 46	197 thru 198	6/12/2020	028704-028968
232	PLAINTIFF'S RECORD PART 47	199 thru 201	6/12/2020	028969-029451
233	PLAINTIFF'S RECORD PART 48	202 thru 204	6/12/2020	029452-029934
234	PLAINTIFF'S RECORD PART 49	205 thru 207	6/12/2020	029935-030346
235	PLAINTIFF'S RECORD PART 50	208 thru 210	6/12/2020	030347-030758
236	PLAINTIFF'S RECORD PART 51	211 thru 213	6/12/2020	030759-031170
237	PLAINTIFF'S RECORD PART 52	214 thru 216	6/12/2020	031171-031582
238	PLAINTIFF'S RECORD PART 54	217 thru 219	6/12/2020	031583-031994
239	PLAINTIFF'S RECORD PART 55	220 thru 222	6/12/2020	031995-032406
240	PLAINTIFF'S RECORD PART 56	223 thru 225	6/12/2020	032407-032818
241	PLAINTIFF'S RECORD PARTY 57	226 thru 228	6/12/2020	032819-033230
242	PLAINTIFF'S RECORD PART 58	229 thru 231	6/12/2020	033231-033642
243	PLAINTIFF'S RECORD PART 59	232	6/12/2020	033643-033801
244	PLAINTIFF'S RECORD PART 60	233	6/12/2020	033802-033877

245	PLAINTIFF'S RECORD PART 61	234 thru 235	6/12/2020	033878-034143
246	PLAINTIFF'S RECORD PART 62	236 thru 237	6/12/2020	034144-034409
247	PLAINTIFF'S RECORD PART 63	238 thru 239	6/12/2020	034410-034675
248	PLAINTIFF'S RECORD PART 64	240 thru 241	6/12/2020	034676-034943
249	PLAINTIFF'S RECORD PART 65	242 thru 245	6/12/2020	034944-035512
250	PLAINTIFF'S RECORD PART 66	246 thru 248	6/12/2020	035513-035919
251	PLAINTIFF'S RECORD PART 67	249 thru 251	6/12/2020	035920-036326
252	PLAINTIFF'S RECORD PART 68	252 thru 254	6/12/2020	036327-036733
253	PLAINTIFF'S RECORD PART 69	255 thru 257	6/12/2020	036734-037140
254	PLAINTIFF'S RECORD PART 70	258 thru 260	6/12/2020	037141-037547
255	PLAINTIFF'S RECORD PART 71	261 thru 263	6/12/2020	037548-037954
256	PLAINTIFF'S RECORD PART 72	264 thru 266	6/12/2020	037955-038415
257	PLAINTIFF'S RECORD PART 73	267 thru 269	6/12/2020	038416-038867
258	NOTICE OF ENTRY OF ORDER ON PLAINTIFF NEVADA WELLNESS CENTER, LLC'S MOTION TO STRIKE CERTAIN DEFENSES IN JORGE	270	6/23/2020	038868-038871

	PUPPO'S ANSWER TO SECOND AMENDED COMPLAINT			
259	SUPPLEMENT TO RECORD ON REVIEW IN ACCORDANCE WITH THE NEVADA ADMINISTRATIVE PROCEDURE ACT	270	6/26/2020	038872-038947
260	MOTION TO VOLUNTARILY DISMISS MMOF VEGAS RETAIL, INC. AND REQUEST TO RELEASE MMOF VEGAS RETAIL, INC.'S BOND FUNDS ON AN ORDER SHORTENING TIME	271	6/29/2020	038948-039114
261	CPCM HOLDINGS, LLC DBA THRIVE CANNABIS MARKETPLACE'S ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	272	6/29/2020	039115-039135
262	WELLNESS CONNECTION OF NEVADA, LLC'S ANSWER TO PLAINTIFF NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	272	6/29/2020	039136-039152
263	CPCM HOLDINGS, LLC DBA THRIVE CANNABIS MARKETPLACE'S ANSWER TO QUALCAN, LLC'S SECOND AMENDED COMPLAINT	272	7/1/2020	039153-039164
264	ESSENCE ENTITIES' ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	272	7/8/2020	039165-039193
265	ESSENCE ENTITIES' ANSWER TO THIRD AMENDED COMPLAINT	272	7/8/2020	039194-039210
266	ESSENCE ENTITIES' ANSWER TO MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	272	7/8/2020	039211-039223
267	ESSENCE ENTITIES' ANSWER TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	272	7/8/2020	039224-039235
268	ESSENCE ENTITIES' ANSWER TO SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	272	7/8/2020	039236-039265

269	ESSENCE ENTITIES' ANSWER QUALCAN, LLC'S SECOND AMENDED COMPLAINT	272	7/8/2020	039266-039284
270	ESSENCE ENTITIES' ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/8/2020	039285-039299
271	ESSENCE ENTITIES' ANSWER TO THE TGIG PARTIES' SECOND AMENDED COMPLAINT	273	7/8/2020	039300-039313
272	ESSENCE ENTITIES' ANSWER TO COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/8/2020	039314-039323
273	HIGH SIERRA HOLISTICS, LLC'S JOINDER TO ETW MANAGEMENT GROUP LLC'S ANSWERS	273	7/8/2020	039324-039325
274	GREENMART OF NEVADA NLV LLC'S JOINDER TO MOTION TO COMPEL MM DEVELOPMENT COMPANY, INC., AND LIVFREE WELLNESS, LLC ON AN ORDER SHORTENING TIME	273	7/8/2020	039326-039327
275	MOTION TO COMPEL MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS LLC ON AN ORDER SHORTENING TIME	273	7/8/2020	039328-039381
276	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	273	7/9/2020	039382-039411
277	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO HIGH SIERRA HOLISTICS COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/9/2020	039412-039421
278	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO MM DEVELOPMENT COMPANY, INC., & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/9/2020	039422-039434
279	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	273	7/9/2020	039435-039445

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261	CPCM HOLDINGS, LLC DBA THRIVE CANNABIS MARKETPLACE'S ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	272	6/29/2020	039115-039135
106	CPCM HOLDINGS, LLC DBA THRIVE CANNABIS MARKETPLACE'S ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS AND PROHIBITION	52	1/21/2020	006478-006504
69	D LUX, LLC'S ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS AND PROHIBITION	47	9/27/2019	005708-005715
119	DEFENDANT DEEP ROOTS MEDICAL LLC'S ANSWER TO ETW PLAINTIFFS' THIRD AMENDED COMPLAINT	54	2/12/2020	006815-006822
78	DEFENDANT DEEP ROOTS MEDICAL LLC'S ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI MANDAMUS, AND PROHIBITION	49	11/12/2019	005931-005937
131	DEFENDANT DEEP ROOTS MEDICAL LLC'S ANSWER TO STRIVE WELLNESS OF NEVADA LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND/OR	55	2/25/2020	006952-006958

	WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION			
118	DEFENDANT DEEP ROOTS MEDICAL LLC'S ANSWER TO THE SERENITY PLAINTIFFS' SECOND AMENDED COMPLAINT	54	2/12/2020	006806-006814
11	DEFENDANT GREENMART OF NEVADA NLV LLC'S ANSWER TO PLAINTIFFS' COMPLAINT	2	4/16/2019	000237-000251
17	DEFENDANT GREENMART OF NEVADA NLV LLC'S ANSWER TO PLAINTIFFS' FIRST AMENDED COMPLAINT	8	5/16/2019	001025-001037
177	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS AND PROHIBITION	65	5/26/2020	008355-008375
168	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	62	4/21/2020	007894-007913
167	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO ETW PLAINTIFFS' THIRD AMENDED COMPLAINT	62	4/21/2020	007863-007893
175	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	65	5/21/2020	008253-008302
169	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO TGIG PLAINTIFFS' SECOND AMENDED COMPLAINT	62	4/21/2020	007914-007935
160	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S MOTION TO DISMISS 1) NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS;(2) STRIVE WELLNESS' COMPLAINT; (3) RURAL REMEDIES AMENDED COMPLAINT; (4) QUALCAN'S AMENDED COMPLAINT; (5) HIGH SIERRA HOLISTICS	59 thru 60	4/14/2020	007401-007717

	COMPLAINT AND (6) NATURAL MEDICINE'S COMPLAINT FOR FAILING TO COMPLY WITH NRS 233B.130(2)(D)			
16	DEFENDANT IN INTERVENTION'S OPPOSITION TO PLAINTIFFS' APPLICATION FOR A TEMPORARY RESTRAINING ORDER	8	5/10/2019	000975-001024
287	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO HIGH SIERRA HOLISTICS, LLC COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	275	7/10/2020	039736-039750
161	DEFENDANT PUPO'S ANSWER TO RURAL REMEDIES' AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	61	4/14/2020	007718-007730
72	DEFENDANT RURAL REMEDIES, LLC ANSWER TO FIRST AMENDED COMPLAINT	47	10/1/2019	005759-005760
110	DEFENDANT RURAL REMEDIES, LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	53	1/28/2020	006560-006588
92	DEFENDANT'S ANSWER TO DH FLAMINGO INC'S ET AL., FIRST AMENDED COMPLAINT	50	12/16/2019	006088-006105
75	DEFENDANT-INTERVENOR CLEAR RIVER, LLC'S ORDER DENYING IT'S MOTION FOR PARTIAL SUMMARY JUDGEMENT ON THE PETITION FOR JUDICIAL REVIEW CAUSE OF ACTION	48	11/7/2019	005907-005912
290	DEFENDANT-INTERVENOR NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO CLARK NATURAL MEDICINE ET AL.'S FIRST AMENDED COMPLAINT	276	7/10/2020	039773-039789
288	DEFENDANT-INTERVENOR NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO TGIG PARTIES' SECOND AMENDED COMPLAINT	276	7/10/2020	039751-039759
115	DEFENDANT-RESPONDENT NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	54	2/7/2020	006723-006752

116	DEFENDANT-RESPONDENT STRIVE WELLNESS OF NEVADA LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	54	2/7/2020	006753-006781
68	DEFENDANT-RESPONDENT'S GOOD CHEMISTRY NEVADA, LLC'S ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS AND PROHIBITION	47	9/27/2019	005699-005707
93	DEFENDANT'S ANSWER TO DH FLAMINGO INC'S ET AL., FIRST AMENDED COMPLAINT	50	12/16/2019	006106-006123
33	DEFENDANTS' ANSWER TO PLAINTIFFS' COMPLAINT WITH COUNTERCLAIM	26	6/14/2019	002823-002846
73	DEFENDANTS MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS, LLC'S ANSWER	48	10/3/2019	005761-005795
374	DEPARTMENT OF TAXATION'S AND CANNABIS COMPLIANCE BOARD'S OPPOSITION TO THE TGIG PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE	343	10/30/2020	048131-048141
164	DEPARTMENT OF TAXATION'S ANSWER TO ETW MANAGEMENT GROUP LLC PARTIES' THIRD AMENDED COMPLAINT	61	4/20/2020	007794-007810
165	DEPARTMENT OF TAXATION'S ANSWER TO NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	61	4/20/2020	007811-007845
109	DEPARTMENT OF TAXATION'S ANSWER TO PLAINTIFF SERENITY PARTIES' SECOND AMENDED COMPLAINT	53	1/28/2020	006543-006559
166	DEPARTMENT OF TAXATION'S ANSWER TO QUALCAN'S SECOND A MENDED COMPLAINT	61	4/20/2020	007846-007862
155	DEPARTMENT OF TAXATION'S ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	58	4/8/2020	007347-007360
172	DEPARTMENT OF TAXATION'S INDEX OF EXHIBITS IN SUPPORT OF ITS OPPOSITION TO NEVADA WELLNESS CENTER, LLC'S MOTION TO STRIKE CERTAIN DEFENSES IN DEPARTMENT OF TAXATION'S ANSWER TO SECOND AMENDED COMPLAINT	63 thru 64	5/11/2020	007942-008232

330	DEPARTMENT OF TAXATION'S NOTICE OF REMOVING ENTITITES FROM TIER 3	320	8/11/2020	045317-045332
174	DEPARTMENT OF TAXATION'S NOTICE OF SUPPLEMENTAL AUTHORITY	65	5/12/2020	008242-008252
173	DEPARTMENT OF TAXATION'S OPPOSITION TO NEVADA WELLNESS CENTER, LLC'S MOTION TO STRIKE CERTAIN DEFENSES IN DEPARTMENT OF TAXATION'S ANSWER TO SECOND AMENDED COMPLAINT	65	5/11/2020	008233-008241
148	DEPARTMENT OF TAXATION'S OPPOSITION TO QUALCAN, LLC'S PETITION FOR WRIT OF MANDAMUS	57	3/27/2020	007176-007182
307	DEPARTMENT OF TAXATION'S OPPOSITION TO TGIG'S MOTION TO SUPPLEMENT THE ADMINISTRATIVE RECORD TO PERMIT PLAINTIFFS TO OFFER EXTRA-RECORD EVIDENCE; AND TO ENLARGE TIME FOR FILING OPENING BRIEF	289	7/23/2020	041704-041732
337	DEPARTMENT OF TAXATION'S OPPOSITION TO THC NEVADA, LLC AND HERBAL CHOICE, INC.'S MOTION TO STRIKE DEPARTMENT OF TAXATION'S NOTICE REMOVING ENTITIES FROM TIER 3 ON ORDER SHORTENING	326	8/15/2020	045892-045899
361	DEPARTMENT OF TAXATION'S OPPOSITION TO THE TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW, AND PERMANENT INJUNCTION	333	9/24/2020	046878-046921
77	ERRATA TO ANSWER TO FIRST AMENDED COMPLAINT AND REQUEST FOR INJUNCTIVE RELIEF	48	11/8/2019	005922-005930
107	ERRATA TO DECLARATION OF ALFRED TERTERYAN IN SUPPORT OF HELPING HANDS WELLNESS CENTER, INC.'S APPLICATION FOR WRIT OF MANDAMUS	52	1/24/2020	006505-006506
269	ESSENCE ENTITIES' ANSWER QUALCAN, LLC'S SECOND AMENDED COMPLAINT	272	7/8/2020	039266-039284
272	ESSENCE ENTITIES' ANSWER TO COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/8/2020	039314-039323
103	ESSENCE ENTITIES' ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	52	1/14/2020	006440-006468

264	ESSENCE ENTITIES' ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	272	7/8/2020	039165-039193
266	ESSENCE ENTITIES' ANSWER TO MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	272	7/8/2020	039211-039223
267	ESSENCE ENTITIES' ANSWER TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	272	7/8/2020	039224-039235
270	ESSENCE ENTITIES' ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/8/2020	039285-039299
268	ESSENCE ENTITIES' ANSWER TO SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	272	7/8/2020	039236-039265
271	ESSENCE ENTITIES' ANSWER TO THE TGIG PARTIES' SECOND AMENDED COMPLAINT	273	7/8/2020	039300-039313
265	ESSENCE ENTITIES' ANSWER TO THIRD AMENDED COMPLAINT	272	7/8/2020	039194-039210
82	EUPHORIA WELLNESS, LLC'S ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS AND PROHIBITION	49	11/21/2019	006005-006011
22	EVIDENTIARY HEARING - DAY 1	10 thru 11	5/24/2019	001134-001368
38	EVIDENTIARY HEARING - DAY 10 VOLUME I OF II	30	6/20/2019	003349-003464
39	EVIDENTIARY HEARING - DAY 10 VOLUME II	31	6/20/2019	003465-003622
43	EVIDENTIARY HEARING - DAY 11	32	7/5/2019	003671-003774
44	EVIDENTIARY HEARING - DAY 12	33	7/10/2019	003775-003949
46	EVIDENTIARY HEARING - DAY 13 VOLUME I OF II	34	7/11/2019	003968-004105
47	EVIDENTIARY HEARING - DAY 13 VOLUME II	35	7/11/2019	004106-004227
49	EVIDENTIARY HEARING - DAY 14	36	7/12/2019	004237-004413

51	EVIDENTIARY HEARING - DAY 15	37	7/15/2019	004426-004500
52	EVIDENTIARY HEARING - DAY 15 VOLUME II	38	7/15/2019	004501-004679
56	EVIDENTIARY HEARING - DAY 16	39	7/28/2019	004724-004828
57	EVIDENTIARY HEARING - DAY 17 VOLUME I OF II	40	8/13/2019	004829-004935
58	EVIDENTIARY HEARING - DAY 17 VOLUME II	41	8/13/2019	004936-005027
61	EVIDENTIARY HEARING - DAY 18	42 thru 43	8/14/2019	005034-005222
62	EVIDENTIARY HEARING - DAY 19	44	8/15/2019	005223-005301
23	EVIDENTIARY HEARING - DAY 2 VOLUME I OF II	12	5/28/2019	001369-001459
24	EVIDENTIARY HEARING - DAY 2 VOLUME II	13	5/28/2019	001460-001565
63	EVIDENTIARY HEARING - DAY 20	45	8/16/2019	005302-005468
25	EVIDENTIARY HEARING - DAY 3 VOLUME I OF II	14	5/29/2019	001566-001663
26	EVIDENTIARY HEARING - DAY 3 VOLUME II	15	5/29/2019	001664-001807
27	EVIDENTIARY HEARING - DAY 4	16 thru 17	5/30/2019	001808-002050
28	EVIDENTIARY HEARING - DAY 5 VOLUME I OF II	18	5/31/2019	002051-002113
29	EVIDENTIARY HEARING - DAY 5 VOLUME II	19 thru 20	5/31/2019	002114-002333
31	EVIDENTIARY HEARING - DAY 6	22 thru 23	6/10/2019	002345-002569
32	EVIDENTIARY HEARING - DAY 7	24 thru 25	6/11/2019	002570-002822
34	EVIDENTIARY HEARING - DAY 8 VOLUME I OF II	26	6/18/2019	002847-002958
35	EVIDENTIARY HEARING - DAY 8 VOLUME II	27	6/18/2019	002959-003092
36	EVIDENTIARY HEARING - DAY 9 VOLUME I OF II	28	6/19/2019	003093-003215

37	EVIDENTIARY HEARING - DAY 9 VOLUME II	29	6/19/2019	003216-003348
299	EVIDENTIARY HEARING ON CASE -ENDING SANCTIONS - DAY 1	277 thru 278	7/13/2020	039869-040216
300	EVIDENTIARY HEARING ON CASE -ENDING SANCTIONS - DAY 2	279	7/14/2020	040217-040263
314	EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER WITH NOTICE AND MOTION FOR PRELIMINARY INJUNCTION ON ORDER SHORTENING TIME	297	7/28/2020	042640-042670
322	EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER WITH NOTICE AND MOTION FOR PRELIMINARY INJUNCTION ON ORDER SHORTENING TIME	306	7/31/2020	043568-043639
64	FINDINGS OF FACT AND CONCLUSIONS OF LAW GRANTING PRELIMINARY INJUNCTION	46	8/23/2019	005469-005492
114	FINDINGS OF FACT AND CONCLUSIONS OF LAW GRANTING PRELIMINARY INJUNCTION	54	2/7/2020	006698-006722
358	FINDINGS OF FACT, CONCLUSION OF LAW AND PERMANENT INJUNCTION	332	9/16/2020	046818-046829
296	FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER GRANTING IN PART AND DENYING IN PART MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS, LLC'S MOTION FOR SUMMARY JUDGMENT OR FOR WRIT OF MANDAMUS (1)	276	7/11/2020	039860-039862
297	FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER GRANTING IN PART AND DENYING IN PART MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS, LLC'S MOTION FOR SUMMARY JUDGMENT OR FOR WRIT OF MANDAMUS (2)	276	7/11/2020	039863-039865
42	FIRST AMENDED COMPLAINT	32	7/3/2019	003653-003670
67	FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS AND PROHIBITION	47	9/6/2019	005593-005698
2	FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	1	12/18/2018	000013-000025
70	FIRST AMENDED COMPLAINT AND REQUEST FOR INJUNCTIVE RELIEF	47	9/29/2019	005716-005731

53	GREENMART OF NEVADA NLC LLC'S ANSWER TO PLAINTIFFS' CORRECTED FIRST AMENDED COMPLAINT	39	7/17/2019	004680-004694
126	GREENMART OF NEVADA NLV LLC'S ANSWER TO DEFENDANT RURAL REMEDIES, LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	55	2/18/2020	006911-006921
120	GREENMART OF NEVADA NLV LLC'S ANSWER TO ETW MANAGEMENT GROUP LLC, GLOBAL HARMONY LLC, GREEN LEAF FARMS HOLDINGS LLC, GREEN THERAPEUTICS LLC, HERBAL CHOICE INC., JUST QUALITY LLC, LIBRA WELLNESS CENTER, LLC, ROMBOUGH REAL ESTATE INC. DBA MOTHER HERB, NEVCANN LLC, RED EARTH LLC, THC NEVADA LLC, ZION GARDENS LLC AND MMOF VEGAS RETAIL, INC.'S THIRD AMENDED COMPLAINT	55	2/12/2020	006823-006841
137	GREENMART OF NEVADA NLV LLC'S ANSWER TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	56	3/6/2020	007013-007024
132	GREENMART OF NEVADA NLV LLC'S ANSWER TO QUALCAN LLC'S SECOND AMENDED COMPLAINT	55	2/25/2020	006959-006970
138	GREENMART OF NEVADA NLV LLC'S ANSWER TO STRIVE WELLNESS OF NEVADA LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	56	3/6/2020	007025-007036
375	GREENMART OF NEVADA NLV LLC'S JOINDER TO DEPARTMENT OF TAXATION'S AND CANNABIS COMPLIANCE BOARD'S OPPOSITION TO THE TGIG PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE	343	11/2/2020	048142-048143
363	GREENMART OF NEVADA NLV LLC'S JOINDER TO DEPARTMENT OF TAXATION'S OPPOSITION TO THE TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW, AND PERMANENT INJUNCTION	333	9/24/2020	046925-046926

274	GREENMART OF NEVADA NLV LLC'S JOINDER TO MOTION TO COMPEL MM DEVELOPMENT COMPANY, INC., AND LIVFREE WELLNESS, LLC ON AN ORDER SHORTENING TIME	273	7/8/2020	039326-039327
318	GREENMART OF NEVADA NLV LLC'S JOINDER TO PLAINTIFFS' OPPOSITION TO THE THC NEVADA LLC'S AND HERBAL CHOICE, INC.'S EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER FOR PRELIMINARY INJUNCTION ON AN ORDER SHORTENING TIME AND DECLARATION OF ALINA M. SHELL	302	7/30/2020	043191-043195
134	GREENMART OF NEVADA NLV LLC'S MOTION TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	55	2/28/2020	006984-006987
154	GREENMART OF NEVADA NLV LLC'S OPPOSITION TO ETW PLAINTIFFS' MOTION TO COMPEL	58	4/3/2020	007337-007346
153	GREENMART OF NEVADA NLV LLC'S OPPOSITION TO ETW PLAINTIFFS' MOTION TO COMPEL PRIVILEGE LOGS	58	4/3/2020	007333-007336
141	GREENMART OF NEVADA NLV LLC'S OPPOSITION TO NEVADA WELLNESS CENTER, LLC'S MOTION TO COMPEL GREENMART TO ALSO PRODUCE KENNETH LEE AND HAE LEE FOR DEPOSITION	56	3/18/2020	007075-007080
144	GREENMART OF NEVADA NLV LLC'S RESPONSE IN OPPOSITION TO QUALCAN, LLC'S PETITION FOR WRIT OF MANDAMUS	56	3/23/2020	007087-007095
99	GREENMART OF NEVADA NLV LLC'S ANSWER TO D.H. FLAMINGO PLAINTIFFS' FIRST AMENDED COMPLAINT	51	1/6/2020	006272-006295
89	HEARING ON APPLICATION OF NEVADA ORGANIC REMEDIES FOR WRIT OF MANDAMUS TO COMPEL STATE TO MOVE IT TO TIER 2 OF SUCCESSFUL CONDITIONAL LICENSE APPLICANTS	49	12/9/2019	006058-006068
176	HEARING ON MOTIONS FOR SUMMARY JUDGMENT OR WRIT OF MANDAMUS AND MOTION TO EXTEND TIME FOR BRIEFING	65	5/22/2020	008303-008354

65	HEARING ON OBJECTIONS TO STATE'S RESPONSE, NEVADA WELLNESS CENTER'S MOTION RE COMPLIANCE RE PHYSICAL ADDRESS, AND BOND AMOUNT SETTING	46	8/29/2019	005493-005565
112	HEARING ON OBJECTIONS TO SUBPOENAS DUCES TECUM, MOTIONS FOR PROTECTIVE ORDERS, APPLICATION OF FOR WRIT OF MANDAMUS, MOTION FOR SETTING SETTLEMENT CONFERENCE, AND MOTION TO REDACT AND SEAL EXHIBITS 4 AND 5	53	1/31/2020	006610-006657
276	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	273	7/9/2020	039382-039411
277	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO HIGH SIERRA HOLISTICS COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/9/2020	039412-039421
278	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO MM DEVELOPMENT COMPANY, INC., & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/9/2020	039422-039434
279	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	273	7/9/2020	039435-039445
280	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	274	7/9/2020	039446-039478
281	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO QUALCANN, LLC'S SECOND AMENDED COMPLAINT	274	7/9/2020	039479-039496
282	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT	274	7/9/2020	039497-039509
283	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO TGIG PARTIES' SECOND AMENDED COMPLAINT	274	7/9/2020	039510-039523

284	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO THIRD AMENDED COMPLAINT	274	7/9/2020	039524-039539
364	HELPING HANDS WELLNESS CENTER, INC.'S OPPOSITION TO TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW AND PERMANENT INJUNCTION	333	9/24/2020	046927-046931
340	HELPING HANDS WELLNESS CENTER, INC.'S REPLY IN SUPPORT OF MOTION TO MODIFY OR DISSOLVE THE PRELIMINARY INJUNCTION1	326	8/16/2020	045918-045932
273	HIGH SIERRA HOLISTICS, LLC'S JOINDER TO ETW MANAGEMENT GROUP LLC'S ANSWERS	273	7/8/2020	039324-039325
373	INDEX OF EXHIBITS IN SUPPORT OF DEPARTMENT OF TAXATION'S AND CANNABIS COMPLIANCE BOARD'S OPPOSITION TO THE TGIG PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE	341 thru 342	10/30/2020	047883-048130
21	INTERVENING DEFENDANTS' JOINDER AND SUPPLEMENTAL BRIEFING IN SUPPORT OF THE STATE OF NEVADA'S AND NEVADA ORGANIC REMEDIES, LLC'S OPPOSITION TO MOTION FOR PRELIMINARY INJUNCTION; AND LONE MOUNTAIN PARTNERS, LLC'S OPPOSITION TO MOTION FOR PRELIMINARY INJUNCTION OR FOR WRIT OF MANDAMUS	9	5/23/2019	001068-001133
41	INTERVENOR DEFENDANT GREENMART OF NEVADA NLV LLC'S ANSWER TO PLAINTIFF'S COMPLAINT	32	7/3/2019	003640-003652
40	INTERVENOR DEFENDANT GREENMART OF NEVADA NLV LLC'S ANSWER TO PLAINTIFFS' SECOND AMENDED COMPLAINT	31	6/24/2019	003623-003639
319	JOINDER TO THC NEVADA, LLC and HERBAL CHOICE, INC.'S EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER WITH NOTICE AND MOTION FOR PRELIMINARY INJUNCTION ON ORDER SHORTENING TIME	302	7/30/2020	043196-043209
351	JOINDER TO THC NEVADA, LLC and HERBAL CHOICE, INC.'S MOTION TO RENEW JOINDER TO TGIG'S COUNTERMOTION FOR ORDER DISPENSING WITH THE BOND REQUIREMENT FOR PURPOSES OF THE PRELIMINARY	331	8/28/2020	046565-046567

335	JOINDER TO THC NEVADA, LLC AND HERBAL CHOICE, INC'S MOTION TO STRIKE DEPARTMENT OF TAXATION NOTICE REMOVING ENTITIES FROM TIER 3 ON ORDER SHORTENING TIME	325	8/14/2020	045883-045888
54	LONE MOUNTAIN PARTNERS, LLC'S ANSWER TO LAINTIFFS' CORRECTED FIRST AMENDED COMPLAINT	39	7/22/2019	004695-004705
30	LONE MOUNTAIN PARTNERS, LLC'S ANSWER TO PLAINTIFFS' COMPLAINT	21	6/5/2019	002334-002344
90	LONE MOUNTAIN PARTNERS, LLC'S MOTION TO DISMISS SECOND AMENDED COMPLAINT	49	12/10/2019	006069-006081
101	LONE MOUNTAIN PARTNERS, LLC'S REPLY IN SUPPORT OF MOTION TO DISMISS SECOND AMENDED COMPLAINT	51	1/8/2020	006359-006368
163	MINUTE ORDER CLEAR RIVER'S REQUEST FOR OST ON MOTION TO DISMISS	61	4/15/2020	007793-007793
135	MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC ANSWER TO NATURAL MEDICINE, LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	56	2/28/2020	006988-007000
127	MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC ANSWER TO RURAL REMEDIES, LLC'S COMPLAINT IN INTERVENTION	55	2/18/2020	006922-006935
111	MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	53	1/29/2020	006589-006609
286	MOTION FOR ORDER REQUIRING THE DOT TO SUPPLEMENT AND RECERTIFY THE ADMINISTRATIVE RECORD TO PERMIT PLAINTIFFS TO OFFER EXTRARECORD EVIDENCE AT THE HEARING OF JUDICIAL REVIEW and TO ENLARGE TIME FOR FILING OPENING BRIEF	275	7/9/2020	039576-039735
368	MOTION FOR ORDER TO SHOW CAUSE	333	10/16/2020	046944-046965
8	MOTION FOR PRELIMINARY INJUNCTION	2	3/18/2019	000108-000217
301	MOTION FOR PROTECTIVE ORDER ON ORDER SHORTENING TIME	279	7/15/2020	040264-040323

275	MOTION TO COMPEL MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS LLC ON AN ORDER SHORTENING TIME	273	7/8/2020	039328-039381
353	MOTION TO COMPEL MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS LLC FINAL PRETRIAL CONFERENCE	331	9/3/2020	046573-046666
332	MOTION TO PRECLUDE APPLICATION OF THE EQUITABLE MAXIM OF UNCLEAN HANDS AGAIN ST THE TGIG PLAINTIFFS	324	8/11/2020	045698-045711
260	MOTION TO VOLUNTARILY DISMISS MMOF VEGAS RETAIL, INC. AND REQUEST TO RELEASE MMOF VEGAS RETAIL, INC.'S BOND FUNDS ON AN ORDER SHORTENING TIME	271	6/29/2020	038948-039114
289	NEVADA ORGANIC REMEDIES, LLC'S ANSWER NEVADA WELLNESS CENTER, LLC'S AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	276	7/10/2020	039760-039772
295	NEVADA ORGANIC REMEDIES, LLC'S ANSWER RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	276	7/10/2020	039845-039859
291	NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO ETW MANAGEMENT GROUP, LLC ET AL.'S THIRD AMENDED THIRD AMENDED COMPLAINT	276	7/10/2020	039790-039804
292	NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO HIGH SIERRA HOLISTIC'S COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	276	7/10/2020	039805-039815
293	NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	276	7/10/2020	039816-039829
180	NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO NATURAL MEDICINE'S LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	65	6/4/2020	008394-008401
294	NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO QUALCAN, LLC.'S SECOND AMENDED COMPLAINT	276	7/10/2020	039830-039844

181	NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO STRIVE WELLNESS OF NEVADA LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	66	6/4/2020	008402-008409
146	NEVADA ORGANIC REMEDIES, LLC'S OPPOSITION TO QUALCAN'S PETITION FOR WRIT OF MANDAMUS	56	3/27/2020	007100-007143
15	NEVADA ORGANIC REMIDIES, LLC'S OPPOSITION TO SERENITY WELLNESS CENTER, LLC AND RELATED PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION	8	5/9/2019	000942-000974
136	NEVADA WELLNESS CENTER, LLC'S ANSWER TO DEFENDANT/RESPONDENT STRIVE WELLNESS OF NEVADA LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND/OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	56	2/28/2020	007001-007012
156	NEVADA WELLNESS CENTER, LLC'S ANSWER TO DEFENDANT RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	58	4/8/2020	007361-007373
133	NEVADA WELLNESS CENTER, LLC'S ANSWER TO DEFENDANT RURAL REMEDIES, LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	55	2/26/2020	006971-006983
143	NEVADA WELLNESS CENTER, LLC'S JOINDER TO ETW PLAINTIFFS' MOTION TO COMPEL	56	3/20/2020	007084-007086
142	NEVADA WELLNESS CENTER, LLC'S JOINDER TO ETW PLAINTIFFS' MOTION TO COMPEL PRIVILEGE LOGS	56	3/20/2020	007081-007083
323	NEVADA WELLNESS CENTER, LLC'S MOTION TO STRIKE ON AN ORDER SHORTENING TIME	306	8/3/2020	043640-043708
371	NOTICE OF APPEAL	335 thru 339	10/23/2020	047003-047862
359	NOTICE OF ENTRY OF JUDGMENT (1)	333	9/22/2020	046830-046844
360	NOTICE OF ENTRY OF JUDGMENT (2)	333	9/22/2020	046845-046877
98	NOTICE OF ENTRY OF ORDER	51	1/3/2020	006264-006271
104	NOTICE OF ENTRY OF ORDER	52	1/14/2020	006469-006474

341	NOTICE OF ENTRY OF ORDER	326	8/17/2020	045933-045939
372	NOTICE OF ENTRY OF ORDER	340	10/27/2020	047863-047882
159	NOTICE OF ENTRY OF ORDER DENYING MM DEVELOPMENT COMPANY, INC.'S MOTION TO STRIKE AND-OR DISMISS D.H. FLAMINGO, INC.'S COUNTERCLAIM	58	4/9/2020	007396-007400
83	NOTICE OF ENTRY OF ORDER DENYING MM DEVELOPMENT COMPANY, INC.'S AND LIVFREE WELLNESS, LLC'S MOTION TO ALTER OR AMEND FINDINGS OF FACT AND CONCLUSION OF LAW,	49	11/22/2019	006012-006015
258	NOTICE OF ENTRY OF ORDER ON PLAINTIFF NEVADA WELLNESS CENTER, LLC'S MOTION TO STRIKE CERTAIN DEFENSES IN JORGE PUPO'S ANSWER TO SECOND AMENDED COMPLAINT	270	6/23/2020	038868-038871
130	NOTICE OF FILING OF EMERGENCY PETITION FOR WRIT OF MANDAMUS OR PROHIBITION UNDER NRAP 21(a)6)	55	2/21/2020	006950-006951
91	NOTICE OF HEARING	49	12/13/2019	006082-006087
100	NV WELLNESS CENTER, LLC'S MOTION TO COMPEL ON AN ORDER SHORTENING TIME	51	1/8/2020	006296-006358
95	OPPOSITION TO HELPING HANDS WELLNESS CTR, INC.'S APPLICATION FOR WRIT OF MANDAMUS	50	12/27/2019	006207-006259
13	OPPOSITION TO MOTION FOR PRELIMINARY INJUNCTION	3 thru 4	5/9/2019	000270-000531
285	OPPOSITION TO MOTION TO COMPEL MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS LLC ON AN ORDER SHORTENING TIME	274	7/9/2020	039540-039575
334	OPPOSITION TO MOTION TO STRIKE DEPARTMENT OF TAXATION'S NOTICE REMOVING ENTITIES FROM TIER 3 ON ORDER SHORTENING TIME	325	8/14/2020	045878-045882
102	OPPOSITION TO NEVADA WELLNESS CENTER, LLC'S MOTION TO COMPEL	52	1/10/2020	006369-006439

80	ORDER DENYING 1) ORGANIC REMEDIES, LLC'S MOTION TO DISSOLVE PRELIMINARY INJUNCTION AND TO STAY PRELIMINARY INJUNCTION PENDING APPEAL AND 2) LONE MOUNTAIN PARTNERS, LLC'S	49	11/19/2019	005943-005949
182	ORDER DENYING D.H. FLAMINGO, INC. AND SURTERRA HOLDINGS, INC.'S MOTION FOR SUMMARY JUDGMENT AGAINST MM DEVELOPMENT COMPANY, INC.	66	6/5/2020	008410-008413
152	ORDER DENYING DEFENDANT JORGE PUPO'S MOTION TO DISMISS	58	3/30/2020	007330-007332
171	ORDER DENYING LONE MOUNTAIN PARTNER'S MOTION TO DISMISS SECOND AMENDED COMPLAINT	62	5/5/2020	007940-007941
84	ORDER DENYING MM DEVELOPMENT COMPANY, INC. 'S AND LIVFREE WELLNESS LLC'S MOTION TO ALTER AMEND FINDINGS OF FACT AND CONCLUSION OF LAW	49	11/22/2019	006016-006017
96	ORDER DENYING MOTION FOR STAY AND GRANTING IN PART MOTION TO EXPEDITE	50	12/30/2019	006260-006262
105	ORDER DENYING NEVADA ORGANIC REMEDIES, LLC'S AMENDED APPLICATION FOR WRIT OF MANDAMUS TO COMPEL STATE OF NEVADA DEPARTMENT OF TAXATION TO MOVE NEVADA ORGANIC REMEDIES, LLC	52	1/14/2020	006475-006477
352	ORDER DENYING TGIG PLAINTIFFS' MOTION FOR ORDER REQUIRING THE DOT TO SUPPLEMENT AND RECERTIFY THE ADMINISTRATIVE RECORD; TO PERMIT PLAINTIFFS TO OFFER EXTRA-RECORD EVIDENCE AT THE HEARING OF JUDICIAL REVIEW; AND TO ENLARGE TIME FOR FILING OPENING BRIEF	331	8/28/2020	046568-046572
97	ORDER DENYING THE DEPARTMENT OF TAXATION OBJECTION TO DISCOVERY COMMISSIONER'S REPORT AND RECOMMENDATIONS	51	12/31/2019	006263-006263
298	ORDER GRANTING CLEAR RIVER, LLC'S MOTION TO RECONSIDER THE COURT'S ORDER GRANTING PLAINTIFF NEVADA WELLNESS CENTER, LLC'S MOTION TO COMPEL CLEAR RIVER, LLC TO PRODUCE	276	7/11/2020	039866-039868

	JOHN KOCER AND NORTON ARBELAEZ FOR DEPOSITION ON ORDER SHORTENING TIME			
18	ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFFS' MOTION FOR TEMPORARY RESTRAINING ORDER	8	5/16/2019	001038-001041
59	ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFFS' MOTION FOR TEMPORARY RESTRAINING ORDER	41	8/14/2019	005028-005030
60	ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFFS' MOTION FOR TEMPORARY RESTRAINING ORDER	41	8/14/2019	005031-005033
128	ORDER GRANTING IN PART AND DENYING IN PART THE DEPARTMENT OF TAXATION'S MOTIONS FOR PROTECTIVE ORDER ON ORDER SHORTENING TIME	55	2/19/2020	006936-006941
86	ORDER GRANTING MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT IN CASE NO. A-786962	49	11/26/2019	006023-006024
170	ORDER GRANTING PLAINTIFF NEVADA WELLNESS CENTER, LLC'S MOTION TO COMPEL CLEAR RIVER, LLC TO PRODUCE ADDITIONAL DOCUMENTS ON ORDER SHORTENING TIME	62	4/21/2020	007936-007939
338	ORDER REGARDING PLAINTIFF NEVADA WELLNESS CENTER, LLC'S MOTION FOR SUMMARY JUDGMENT ON FIRST CLAIM FOR RELIEF	326	8/15/2020	045900-045905
369	ORDER TO SHOW CAUSE	334	10/18/2020	046966-046999
140	PLAINTIFF NEVADA WELLNESS CENTER, LLC'S MOTION TO COMPEL GREENMART OF NEVADA, LLC TO PRODUCE KENNETH LEE AND HAE LEE FOR DEPOSITION ON ORDER SHORTENING TIME	56	3/16/2020	007058-007074
147	PLAINTIFF NEVADA WELLNESS CENTER, LLC'S OPPOSITION TO QUALCAN, LLC'S PETITION FOR WRIT OF MANDAMUS	57	3/27/2020	007144-007175
243	PLAINTIFF'S RECORD PART 59	232	6/12/2020	033643-033801
9	PLAINTIFFS' COUNTER-DEFENDANTS' ANSWER TO COUNTERCLAIM	2	4/5/2019	000218-000223

185	PLAINTIFF'S DECLARATION & POA-F2018-01430	67 thru 74	6/12/2020	008455-009889
187	PLAINTIFF'S DKT 148-1 INDEX OF EXHIBITS - 1	76 thru 77	6/12/2020	009934-010291
188	PLAINTIFF'S DKT 148-1 INDEX OF EXHIBITS - 2	78 thru 79	6/12/2020	010292-010595
370	PLAINTIFFS GREEN LEAF FARMS HOLDINGS LLC, GREEN THERAPEUTICS LLC, NEVCANN LLC AND RED EARTH LLC'S JOINDER TO TGIG PLAINTIFFS' MOTION FOR ORDER TO SHOW CAUSE	334	10/21/2020	047000-047002
356	PLAINTIFFS GREEN LEAF FARMS HOLDINGS LLC, GREEN THERAPEUTICS LLC, NEVCANN LLC AND RED EARTH LLC'S JOINDER TO TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW AND PERMANENT INJUNCTION	332	9/14/2020	046813-046815
186	PLAINTIFF'S NOTICE OF FILING RECORD ON REVIEW	75	6/12/2020	009890-009933
20	PLAINTIFFS' OMNIBUS REPLY IN SUPPORT OF MOTION FOR PRELIMINARY INJUNCTION	8	5/22/2019	001054-001067
305	PLAINTIFFS' OPENING BRIEF IN SUPPORT OF PETITION FOR JUDICIAL REVIEW	286	7/22/2020	041331-041363
94	PLAINTIFFS' OPPOSITION TO LONE MOUNTAIN PARTNERS, LLC'S MOTION TO DISMISS SECOND AMENDED COMPLAINT	50	12/20/2019	006124-006206
189	PLAINTIFF'S RECORD PART 1	80 thru 81	6/12/2020	010596-010937
198	PLAINTIFF'S RECORD PART 10	93	6/12/2020	012724-012878
199	PLAINTIFF'S RECORD PART 11	94	6/12/2020	012879-013032
200	PLAINTIFF'S RECORD PART 12	95	6/12/2020	013033-013187
201	PLAINTIFF'S RECORD PART 13	96	6/12/2020	013188-013341
202	PLAINTIFF'S RECORD PART 14	97	6/12/2020	013342-013496

203	PLAINTIFF'S RECORD PART 15	98 thru 99	6/12/2020	013497-013774
204	PLAINTIFF'S RECORD PART 16	100 thru 101	6/12/2020	013775-014052
205	PLAINTIFF'S RECORD PART 17	102 thru 103	6/12/2020	014053-014330
206	PLAINTIFF'S RECORD PART 18	104 thru 105	6/12/2020	014331-014608
207	PLAINTIFF'S RECORD PART 18	106 thru 107	6/12/2020	014609-014886
208	PLAINTIFF'S RECORD PART 19	108 thru 111	6/12/2020	014887-015426
190	PLAINTIFF'S RECORD PART 2	82 thru 83	6/12/2020	010938-011275
209	PLAINTIFF'S RECORD PART 20	112 thru 115	6/12/2020	015427-015966
210	PLAINTIFF'S RECORD PART 21	116 thru 119	6/12/2020	015967-016506
211	PLAINTIFF'S RECORD PART 22	120 thru 123	6/12/2020	016507-017048
212	PLAINTIFF'S RECORD PART 24	124 thru 131	6/12/2020	017049-018484
213	PLAINTIFF'S RECORD PART 25	132 thru 134	6/12/2020	018485-018844
214	PLAINTIFF'S RECORD PART 26	135 thru 136	6/12/2020	018845-019202
215	PLAINTIFF'S RECORD PART 27	137 thru 144	6/12/2020	019203-020637

216	PLAINTIFF'S RECORD PART 28	145 thru 147	6/12/2020	020638-020999
217	PLAINTIFF'S RECORD PART 29	148 thru 149	6/12/2020	021000-021357
191	PLAINTIFF'S RECORD PART 3	84 thru 85	6/12/2020	011276-011613
218	PLAINTIFF'S RECORD PART 30	150 thru 157	6/12/2020	021358-022621
219	PLAINTIFF'S RECORD PART 31	158 thru 159	6/12/2020	022622-022979
220	PLAINTIFF'S RECORD PART 32	160 thru 167	6/12/2020	022980-024414
221	PLAINTIFF'S RECORD PART 33	168 thru 169	6/12/2020	024415-024718
222	PLAINTIFF'S RECORD PART 35	170 thru 177	6/12/2020	024719-026153
223	PLAINTIFF'S RECORD PART 37	178	6/12/2020	026154-026256
224	PLAINTIFF'S RECORD PART 39	179 thru 181	6/12/2020	026257-026669
192	PLAINTIFF'S RECORD PART 4	86 thru 87	6/12/2020	011614-011951
225	PLAINTIFF'S RECORD PART 40	182 thru 183	6/12/2020	026670-026934
226	PLAINTIFF'S RECORD PART 41	184 thru 186	6/12/2020	026935-027347
227	PLAINTIFF'S RECORD PART 42	187 thru 188	6/12/2020	027348-027612

228	PLAINTIFF'S RECORD PART 43	189 thru 191	6/12/2020	027613-028025
229	PLAINTIFF'S RECORD PART 44	192 thru 193	6/12/2020	028026-028290
230	PLAINTIFF'S RECORD PART 45	194 thru 196	6/12/2020	028291-028703
231	PLAINTIFF'S RECORD PART 46	197 thru 198	6/12/2020	028704-028968
232	PLAINTIFF'S RECORD PART 47	199 thru 201	6/12/2020	028969-029451
233	PLAINTIFF'S RECORD PART 48	202 thru 204	6/12/2020	029452-029934
234	PLAINTIFF'S RECORD PART 49	205 thru 207	6/12/2020	029935-030346
193	PLAINTIFF'S RECORD PART 5	88	6/12/2020	011952-012104
235	PLAINTIFF'S RECORD PART 50	208 thru 210	6/12/2020	030347-030758
236	PLAINTIFF'S RECORD PART 51	211 thru 213	6/12/2020	030759-031170
237	PLAINTIFF'S RECORD PART 52	214 thru 216	6/12/2020	031171-031582
238	PLAINTIFF'S RECORD PART 54	217 thru 219	6/12/2020	031583-031994
239	PLAINTIFF'S RECORD PART 55	220 thru 222	6/12/2020	031995-032406
240	PLAINTIFF'S RECORD PART 56	223 thru 225	6/12/2020	032407-032818

242	PLAINTIFF'S RECORD PART 58	229 thru 231	6/12/2020	033231-033642
194	PLAINTIFF'S RECORD PART 6	89	6/12/2020	012105-012258
244	PLAINTIFF'S RECORD PART 60	233	6/12/2020	033802-033877
245	PLAINTIFF'S RECORD PART 61	234 thru 235	6/12/2020	033878-034143
246	PLAINTIFF'S RECORD PART 62	236 thru 237	6/12/2020	034144-034409
247	PLAINTIFF'S RECORD PART 63	238 thru 239	6/12/2020	034410-034675
248	PLAINTIFF'S RECORD PART 64	240 thru 241	6/12/2020	034676-034943
249	PLAINTIFF'S RECORD PART 65	242 thru 245	6/12/2020	034944-035512
250	PLAINTIFF'S RECORD PART 66	246 thru 248	6/12/2020	035513-035919
251	PLAINTIFF'S RECORD PART 67	249 thru 251	6/12/2020	035920-036326
252	PLAINTIFF'S RECORD PART 68	252 thru 254	6/12/2020	036327-036733
253	PLAINTIFF'S RECORD PART 69	255 thru 257	6/12/2020	036734-037140
195	PLAINTIFF'S RECORD PART 7	90	6/12/2020	012259-012413
254	PLAINTIFF'S RECORD PART 70	258 thru 260	6/12/2020	037141-037547
255	PLAINTIFF'S RECORD PART 71	261 thru 263	6/12/2020	037548-037954

256	PLAINTIFF'S RECORD PART 72	264 thru 266	6/12/2020	037955-038415
257	PLAINTIFF'S RECORD PART 73	267 thru 269	6/12/2020	038416-038867
196	PLAINTIFF'S RECORD PART 8	91	6/12/2020	012414-012569
197	PLAINTIFF'S RECORD PART 9	92	6/12/2020	012570-012723
241	PLAINTIFF'S RECORD PARTY 57	226 thru 228	6/12/2020	032819-033230
48	PLAINTIFFS-COUNTER DEFENDANTS' ANSWER TO COUNTERCLAIM	35	7/12/2019	004228-004236
178	PURE TONIC CONCENTRATES LLC'S ANSWER TO MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	65	5/29/2020	008376-008379
139	QUALCAN, LLC'S PETITION FOR WRIT OF MANDAMUS	56	3/13/2020	007037-007057
88	REPLY IN SUPPORT OF AMENDED APPLICATION FOR WRIT OF MANDAMUS TO COMPEL STATE OF NEVADA, DEPARTMENT OF TAXATION TO MOVE NEVADA ORGANIC REMEDIES, LLC INTO "TIER 2" OF SUCCESSFUL CONDITIONAL LICENSE APPLICANTS	49	12/6/2019	006048-006057
328	REPLY TO THE DOT'S AND CLEAR RIVER, LLC'S OPPOSITIONS TO PLAINTIFFS' MOTION FOR ORDER REQUIRING THE DOT TO SUPPLEMENT AND RECERTIFY THE ADMINISTRATIVE RECORD; TO PERMIT PLAINTIFFS	317	8/7/2020	045066-045084
179	RURAL REMEDIES, LLC'S ANSWER TO DEFENDANT-RESPONDENT NATURAL MEDICINE'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORI, MANDAMUS AND PROHIBITION	65	6/3/2020	008380-008393
357	RURAL REMEDIES, LLC'S JOINDER IN TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT AND CONCLUSIONS OF LAW AND PERMANENT INJUNCTION	332	9/15/2020	046816-046817

117	SECOND AMENDED COMPLAINT	54	2/11/2020	006782-006805
376	SHOW CAUSE HEARING	343	11/2/2020	048144-048281
259	SUPPLEMENT TO RECORD ON REVIEW IN ACCORDANCE WITH THE NEVADA ADMINISTRATIVE PROCEDURE ACT	270	6/26/2020	038872-038947
355	TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW AND PERMANENT INJUNCTION	332	9/10/2020	046777-046812
87	TGIG SECOND AMENDED COMPLAINT	49	11/26/2019	006025-006047
184	TGIG, LLC, NEVADA HOLISTIC MEDICINE, LLC, GBS NEVADA PARTNERS, FIDELIS HOLDINGS, LLC, GRAVITAS NEVADA, NEVADA PURE, LLC, MEDIFARM, LLC, AND MEDIFARM IV'S ANSWER TO NATURAL MEDICINE	66	6/10/2020	008436-008454
336	THC NEVADA, LLC AND HERBAL CHOICE, INC.'S JOINDER TO TGIG PLAINTIFFS' PROPOSED SUPPLEMENTAL FINDINGS OF FACT AND CONCLUSIONS OF LAW BASED UPON PARTIAL SUBSTITUTION OF THE NEVADA CANNABIS COMPLIANCE BOARD AS A PARTY DEFENDANT IN THESE CONSOLIDATED MATTERS	326	8/14/2020	045889-045891
339	THC NEVADA, LLC AND HERBAL CHOICE, INC.'S REPLY TO NEVADA ORGANIC REMEDIES' OPPOSITION TO MOTION TO STRIKE DEPARTMENT OF TAXATION'S NOTICE REMOVING ENTITIES FROM TIER 3 ON ORDER SHORTENING TIME	326	8/15/2020	045906-045917
308	THC NEVADA, LLC'S JOINDER TO PLAINTIFF TGIG, LLC ET AL'S OPENING BRIEF IN SUPPORT OF PETITION FOR JUDICIAL REVIEW	289	7/23/2020	041733-041735
311	THE ESSENCE ENTITIES' JOINDER TO DEPARTMENT OF TAXATION'S OPPOSITION TO TGIG'S MOTION TO SUPPLEMENT THE ADMINISTRATIVE RECORD TO PERMIT PLAINTIFFS TO OFFER EXTRA-RECORD EVIDENCE AND TO ENLARGE TIME FOR FILING OPENING BRIEF	292	7/24/2020	042072-042074
362	THE ESSENCE ENTITIES' LIMITED OPPOSITION TO TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW AND PERMANENT INJUNCTION	333	9/24/2020	046922-046924

149	THE ESSENCE ENTITIES' OPPOSITION TO ETW PLAINTIFFS' 1) MOTION TO COMPEL AND 2) MOTION TO COMPEL PRIVILEGE LOGS	57	3/27/2020	007183-007293
317	THRIVE'S JOINDER TO PLAINTIFFS' OPPOSITION TO THC NEVADA LLC'S AND HERBAL CHOICE, INC.'S EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER FOR PRELIMINARY INJUNCTION ON AN ORDER SHORTENING TIME	302	7/30/2020	043187-043190
162	THRIVE'S SUPPLEMENTAL BRIEF IN SUPPORT OF OPPOSITION TO ETW MANAGEMENT GROUP LLC; ET AL.'S MOTION TO COMPEL	61	4/14/2020	007731-007792
344	TRIAL EXHIBIT 1005	329	8/18/2020	046356-046389
345	TRIAL EXHIBIT 1006	330	8/18/2020	046390-046423
346	TRIAL EXHIBIT 1135	330	8/18/2020	046424-046445
347	TRIAL EXHIBIT 1302	330	8/18/2020	046446-046448
348	TRIAL EXHIBIT 2157	330	8/18/2020	046449-046502
349	TRIAL EXHIBIT 2158	330	8/18/2020	046503-046548
350	TRIAL EXHIBIT 3291	331	8/18/2020	046549-046564
262	WELLNESS CONNECTION OF NEVADA, LLC'S ANSWER TO PLAINTIFF NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	272	6/29/2020	039136-039152
366	WELLNESS CONNECTION OF NEVADA, LLC'S RESPONSE TO TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW AND PERMANENT INJUNCTION AND COUNTERMOTION TO CLARIFY AND-OR FOR ADDITIONAL FINDINGS	333	9/24/2020	046934-046940

1 Nevada Partners, LLC; Fidelis Holdings, LLC; Gravitas Nevada, LLC; Nevada Pure, LLC; Medifarm,
2 LLC; and Medifarm IV, LLC; (Case No. A786962-B) (the “TGIG Plaintiffs”) Demetri Kouretas
3 appeared as the representative for TGIG, LLC; Scott Sibley appeared as the representative for Nevada
4 Holistic Medicine, LLC; Michael Viellion appeared as the representative for GBS Nevada Partners,
5 LLC; Michael Sullivan appeared as the representative for Gravitas Nevada, LLC; David Thomas
6 appeared as the representative for Nevada Pure, LLC; and, Mike Nahass appeared as the representative
7 for Medifarm, LLC and Medifarm IV, LLC;
8

9 Adam K. Bult, Esq., and Maximilien D. Fetaz, Esq., of the law firm Brownstein Hyatt Farber
10 Schreck, LLP, appeared on behalf of ETW Management Group, LLC; Global Harmony, LLC; Just
11 Quality, LLC; Libra Wellness Center, LLC; Rombough Real Estate Inc. dba Mother Herb; and Zion
12 Gardens, LLC; (Case No. A787004-B) (the “ETW Plaintiffs”) Paul Thomas appeared as the
13 representative for ETW Management Group, LLC; John Heishman appeared as the representative for
14 Global Harmony, LLC; Ronald Memo appeared as the representative for Just Quality, LLC; Erik Nord
15 appeared as the representative for Libra Wellness Center, LLC; Craig Rombough appeared as the
16 representative for Rombough Real Estate Inc. dba Mother Herb; and, Judah Zakalik appeared as the
17 representative for Zion Gardens, LLC;
18

19 William S. Kemp, Esq., and Nathaniel R. Rulis, Esq., of the law firm Kemp, Jones & Coulthard,
20 LLP, appeared on behalf of MM Development Company, Inc. and LivFree Wellness, LLC; (Case No.
21 A785818-W) (the “MM Plaintiffs”); Leighton Koehler appeared as the representative for MM
22 Development Company, Inc.; and Tim Harris appeared as the representative for LivFree Wellness,
23 LLC;
24

25 Theodore Parker III, Esq., and Mahogany A. Turfley, Esq., of the law firm Parker Nelson &
26 Associates, appeared on behalf of Nevada Wellness Center (Case No. A787540-W) and Frank
27 Hawkins appeared as the representative for Nevada Wellness Center;
28

1 Peter S. Christiansen, Esq., and Whitney Barrett, Esq., of the law firm Christiansen Law
2 Offices, appeared on behalf of Qualcan LLC and Lorenzo Barracco appeared as the representative for
3 Qualcan LLC;

4 James W. Puzey, Esq., of the law firm Holley, Driggs, Walch, Fine, Puzey, Stein & Thompson,
5 appeared on behalf of High Sierra Holistics, LLC and Russ Ernst appeared as the representative for
6 High Sierra Holistics, LLC;

7 Amy L. Sugden, Esq., of Sugden Law, appeared on behalf of THC Nevada, LLC and Allen
8 Puliz appeared as the representative for THC Nevada, LLC;

9 Sigal Chattah, Esq., of the law firm Chattah Law Group, appeared on behalf of Herbal Choice,
10 Inc. and Ron Doumani appeared as the representative for Herbal Choice, Inc.;

11 Nicolas R. Donath, Esq., of the law firm N.R. Donath & Associates, PLLC, appeared on behalf
12 of Green Leaf Farms Holdings, LLC; Green Therapeutics, LLC; NevCann, LLC; and Red Earth, LLC
13 and Mark Bradley appeared as the representative for Green Leaf Farms Holdings, LLC; Green
14 Therapeutics, LLC; NevCann, LLC; and Red Earth, LLC;

15 Stephanie J. Smith, Esq., of Bendavid Law, appeared on behalf of Natural Medicine, LLC and
16 Endalkachew “Andy” Mersha appeared as the representative for Natural Medicine, LLC;

17 Craig D. Slater, Esq., of the law firm Luh & Associates, appeared on behalf of Clark Natural
18 Medicinal Solutions, LLC; NYE Natural Medicinal Solutions, LLC; Clark NMSD, LLC; and Inyo Fine
19 Cannabis Dispensary, LLC; Pejman Bady appeared as the representative for Clark Natural Medicinal
20 Solutions, LLC; NYE Natural Medicinal Solutions, LLC; and Clark NMSD, LLC; and David
21 Goldwater appeared as the representative Inyo Fine Cannabis Dispensary, LLC;⁴

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⁴ Although Rural Remedies, LLC claims were severed for this phase, Clarence E. Gamble, Esq., of the law firm
28 Ramos Law participated on its behalf by phone.

The State

Diane L. Welch, Esq. of the law firm McDonald Carano, LLP, appeared on behalf of Jorge Pupo (“Pupo”);

Steven G. Shevorsi, Esq., and Akke Levin, Esq., of the Office of the Nevada Attorney General, appeared on behalf of the State of Nevada, Department of Taxation (“DoT”) and Cannabis Compliance Board⁵ (“CCB”) (collectively “the State”) and Karalin Cronkhite appeared as the representative for the DoT and CCB;

The Industry Defendants

David R. Koch, Esq., and Brody Wight, Esq., of the law firm Koch & Scow, LLC, appeared on behalf of Nevada Organic Remedies, LLC (“NOR”) and Kent Kiffner appeared as the representative for Nevada Organic Remedies, LLC;

Brigid M. Higgins, Esq. and Rusty Graf, Esq., of the law firm Black & Lobello, appeared on behalf of Clear River, LLC and Tisha Black appeared as the representative for Clear River, LLC;

Eric D. Hone, Esq., and Joel Schwarz, Esq., of the law firm H1 Law Group, appeared on behalf of Lone Mountain Partners, LLC;

Alina M. Shell, Esq., Cayla Witty, Esq., and Leo Wolpert, Esq., of the law firm McLetchie Law, appeared on behalf of GreenMart of Nevada NLV LLC;

Jared Kahn, Esq., of the law firm JK Legal & Consulting, LLC, appeared on behalf of Helping Hands Wellness Center, Inc. and Alfred Terteryan appeared as the representative for Helping Hands Wellness Center, Inc.;

Rick R. Hsu, Esq., of the law firm Maupin, Cox & LeGoy, appeared on behalf of Pure Tonic Concentrates, LLC;

⁵ The CCB was added based upon motion practice as a result of the transfer of responsibility for the Marijuana Enforcement Division effective on July 1, 2020.

1 Jennifer Braster, Esq., and Andrew J. Sharples, Esq., of the law firm Naylor & Braster,
2 appeared on behalf of Circle S Farms, LLC;

3 Christopher Rose, Esq., and Kirill Mikhaylov, Esq., of the law firm Howard and Howard,
4 appeared on behalf of Wellness Connection of Nevada, LLC and Matt McClure appeared as the
5 representative for Wellness Connection of Nevada, LLC;

6 Richard D. Williamson, Esq., and Anthony G. Arger, Esq., of the law firm Robertson, Johnson,
7 Miller & Williamson, appeared on behalf of Deep Roots Medical, LLC and Keith Capurro appeared as
8 the representative for Deep Roots Medical, LLC;

9 Joseph A. Gutierrez, Esq., of the law firm Maier Gutierrez & Associates, and Dennis Prince,
10 Esq., of the Prince Law Group, appeared on behalf of CPCM Holdings, LLC d/b/a Thrive Cannabis
11 Marketplace; Commerce Park Medical, LLC; and Cheyenne Medical, LLC (“Thrive”) and Phil
12 Peckman appeared as the representative for on behalf of CPCM Holdings, LLC d/b/a Thrive Cannabis
13 Marketplace; Commerce Park Medical, LLC; and Cheyenne Medical, LLC (“Thrive”);

14 Todd L. Bice, Esq., and Jordan T. Smith, Esq., of the law firm Pisanelli Bice, appeared on
15 behalf of Integral Associates, LLC d/b/a Essence Cannabis Dispensaries; Essence Tropicana, LLC;
16 Essence Henderson, LLC; (“Essence”) (collectively the “Industry Defendants”).

17 Having read and considered the pleadings filed by the parties, having reviewed the evidence
18 admitted during this phase of the trial⁶, and having heard and carefully considered the testimony of the
19 witnesses called to testify, having considered the oral and written arguments of counsel, and with the
20 intent of deciding the remaining issues⁷ related to Legality of the 2018 recreational marijuana
21 application process only⁸, the Court makes the following findings of fact and conclusions of law:
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⁶ Due to the limited amount of discovery conducted prior to the Preliminary Injunction hearing and the large volume
26 of evidence admitted during that 20-day evidentiary hearing, the Court required parties to reoffer evidence previously
utilized during that hearing.

27 ⁷ The Court granted partial summary judgment on the sole issue previously enjoined. The order entered 8/17/2020
28 states:

PROCEDURAL POSTURE

Plaintiffs are a group of unrelated commercial entities who applied for, but did not receive, licenses to operate retail recreational marijuana establishments in various local jurisdictions throughout the state. Defendant is the DoT, which was the administrative agency responsible for issuing the licenses at the times subject to these complaints. Some successful applicants for licensure intervened as Defendants.

The Attorney General's Office was forced to deal with a significant impediment at the early stages of the litigation. This inability to disclose certain information was outside of its control because of confidentiality requirements that have now been slightly modified by SB 32. Although the parties stipulated to a protective order on May 24, 2019, many documents produced in preparation for the trial and for discovery purposes were heavily redacted or produced as attorney's eyes only because of the highly competitive nature of the industry and sensitive financial and commercial information involved. Many admitted exhibits are heavily redacted and were not provided to the Court in unredacted form.

After Judge Bailus issued the preservation order in A785818 on December 13, 2018, the Attorney General's Office sent a preservation letter to the DoT. Pupo, Deputy Director of the DoT, testified he was not told to preserve his personal cellular phone heavily utilized for work purposes. He not only deleted text messages from the phone after the date of the preservation order but also was unable to produce his phone for a forensic examination and extraction of discoverable materials. The Court finds evidence has been irretrievably lost as a result of his actions.

While case terminating sanctions and/or an irrebuttable presumption were requested, after evaluation of the Ribiero factors, given the production of certain text messages with Pupo by some

[T]he DoT acted beyond the scope of its authority by replacing the requirement for a background check of each prospective owner with the 5 percent or greater standard in NAC 453D.255(1).

The entry of these findings will convert the preliminary injunction on this issue to a permanent injunction.

⁸ While several plaintiffs have reached a resolution of their claims with the State and certain Industry Defendants, the claims of the remaining plaintiffs remain virtually the same. At the time of the issuance of this decision, the following plaintiffs have advised the Court they have reached a resolution with the State and certain Industry Defendants:

ETW Management Group, LLC; Libra Wellness Center, LLC; Rombough Real Estate, Inc. dba Mother Herb; Just Quality, LLC; Zion Gardens, LLC; Global Harmony, LLC; MM Development, LLC; LivFree Wellness, LLC; Nevada Wellness Center, LLC; Qualcan, LLC; High Sierra Holistics, LLC; Natural Medicine, LLC.

1 Industry Defendants and their attorney Amanda Connor, the impact of the loss of evidence was limited.
2 As a result, the Court imposes an evidentiary sanction in connection with the Sanctions ruling that the
3 evidence on Pupo's phone, if produced, would have been adverse to the DoT.⁹

4 PRELIMINARY STATEMENT

5 All parties agree that the language of an initiative takes precedence over any regulation that is in
6 conflict and that an administrative agency has some discretion in determining how to implement the
7 initiative. The Court gives deference to the agency in establishing those regulations and creating the
8 framework required to implement those provisions in conformity with the initiative.

9 The initiative to legalize recreational marijuana, Ballot Question 2 ("BQ2"), went to the voters
10 in 2016. The language of BQ2 is independent of any regulations that were adopted by the DoT. The
11 Court must balance the mandatory provisions of BQ2 (which the DoT did not have discretion to
12 modify¹⁰), those provisions with which the DoT was granted some discretion in implementation¹¹, and

13 ⁹ Given the text messages produced by certain Industry Defendants and Amanda Connor, any presumption is
14 superfluous given the substance of the messages produced.

15 ¹⁰ Article 19, Section 2(3) provides the touchstone for the mandatory provisions:

16 An initiative measure so approved by the voters shall not be amended, annulled, repealed, set aside or
17 suspended by the Legislature within 3 years from the date it takes effect.

18 ¹¹ NRS 453D.200(1) required the adoption of regulations for the licensure and oversight of recreational marijuana
19 cultivation, manufacturing/production, sales and distribution, but provides the DoT discretion in exactly what those
20 regulations would include:

21 . . . the Department shall adopt all regulations necessary or convenient to carry out the provisions of this chapter.
22 The regulations must not prohibit the operation of marijuana establishments, either expressly or through regulations
23 that make their operation unreasonably impracticable. The regulations shall include:

24 (a) Procedures for the issuance, renewal, suspension, and revocation of a license to operate a marijuana
25 establishment;

26 (b) Qualifications for licensure that are directly and demonstrably related to the operation of a marijuana
27 establishment;

28 (c) Requirements for the security of marijuana establishments;

(d) Requirements to prevent the sale or diversion of marijuana and marijuana products to persons under 21
years of age;

(e) Requirements for the packaging of marijuana and marijuana products, including requirements for child-
resistant packaging;

(f) Requirements for the testing and labeling of marijuana and marijuana products sold by marijuana
establishments including a numerical indication of potency based on the ratio of THC to the weight of a product
intended for oral consumption;

(g) Requirements for record keeping by marijuana establishments;

(h) Reasonable restrictions on signage, marketing, display, and advertising;

(i) Procedures for the collection of taxes, fees, and penalties imposed by this chapter;

(j) Procedures and requirements to enable the transfer of a license for a marijuana establishment to another
qualified person and to enable a licensee to move the location of its establishment to another suitable location;

1 the inherent discretion of an administrative agency to implement regulations to carry out its statutory
2 duties. The Court must give great deference to those activities that fall within the discretionary
3 functions of the agency. Deference is not given where the actions of the DoT were in violation of BQ2
4 or were arbitrary and capricious.

5 FINDINGS OF FACT

6 1. Nevada allows voters to amend its Constitution or enact legislation through the initiative
7 process. Nevada Constitution, Article 19, Section 2.

8 2. In 2000, the voters amended Nevada's Constitution to allow for the possession and use
9 of marijuana to treat various medical conditions. Nevada Constitution, Article 4, Section 38(1)(a). The
10 initiative left it to the Legislature to create laws "[a]uthoriz[ing] appropriate methods for supply of the
11 plant to patients authorized to use it." Nevada Constitution, Article 4, Section 38(1)(e).

12 3. For several years prior to the enactment of BQ2, the regulation of medical marijuana
13 dispensaries had not been taken up by the Legislature. Some have argued in these proceedings that the
14 delay led to the framework of BQ2.

15 4. In 2013, Nevada's legislature enacted NRS 453A, which allows for the cultivation and
16 sale of medical marijuana. The Legislature described the requirements for the application to open a
17 medical marijuana establishment. NRS 453A.322. The Nevada Legislature then charged the Division of
18 Public and Behavioral Health with evaluating the applications. NRS 453A.328.

19 5. The materials circulated to voters in 2016 for BQ2 described its purpose as the
20 amendment of the Nevada Revised Statutes as follows:

21 Shall the *Nevada Revised Statutes* be amended to allow a person, 21 years old or older, to
22 purchase, cultivate, possess, or consume a certain amount of marijuana or concentrated
23 marijuana, as well as manufacture, possess, use, transport, purchase, distribute, or sell marijuana
24 paraphernalia; impose a 15 percent excise tax on wholesale sales of marijuana; require the
25

26 (k) Procedures and requirements to enable a dual licensee to operate medical marijuana establishments and
marijuana establishments at the same location;

27 (l) Procedures to establish the fair market value at wholesale of marijuana; and

28 (m) Civil penalties for the failure to comply with any regulation adopted pursuant to this section or for any
violation of the provisions of NRS 453D.300.

1 regulation and licensing of marijuana cultivators, testing facilities, distributors, suppliers, and
2 retailers; and provide for certain criminal penalties?

3 6. BQ2 was enacted by the Nevada Legislature and is codified at NRS 453D.¹²

4 7. BQ2 specifically identified regulatory and public safety concerns:

5 The People of the State of Nevada proclaim that marijuana should be regulated in a manner
6 similar to alcohol so that:

7 (a) Marijuana may only be purchased from a business that is licensed by the State of
8 Nevada;

9 (b) Business owners are subject to a review by the State of Nevada to confirm that the
10 business owners and the business location are suitable to produce or sell marijuana;

11 (c) Cultivating, manufacturing, testing, transporting and selling marijuana will be strictly
12 controlled through State licensing and regulation;

13 (d) Selling or giving marijuana to persons under 21 years of age shall remain illegal;

14 (e) Individuals will have to be 21 years of age or older to purchase marijuana;

15 (f) Driving under the influence of marijuana will remain illegal; and

16 (g) Marijuana sold in the State will be tested and labeled.

17 NRS 453D.020(3).

18 8. BQ2 mandated the DoT to “conduct a background check of each prospective owner,
19 officer, and board member of a marijuana establishment license applicant.” NRS 453D.200(6).

20 9. On November 8, 2016, by Executive Order 2017-02, Governor Brian Sandoval
21 established a Task Force composed of 19 members to offer suggestions and proposals for legislative,
22 regulatory, and executive actions to be taken in implementing BQ2.

23 10. The Nevada Tax Commission adopted temporary regulations allowing the state to issue
24 recreational marijuana licenses by July 1, 2017 (the “Early Start Program”). Only medical marijuana
25 establishments that were already in operation could apply to function as recreational retailers during the
26 early start period. The establishments were required to be in good standing and were required to pay a
27 one-time, nonrefundable application fee as well as a specific licensing fee. The establishment also was
28 required to provide written confirmation of compliance with their municipality’s zoning and location
requirements.

¹² As the provisions of BQ2 and the sections of NRS 453D in effect at the time of the application process (with the exception of NRS 453D.205) are identical, for ease of reference the Court cites to BQ2 as enacted by the Nevada Legislature during the 2017 session in NRS 453D.

1 11. The Task Force’s findings, issued on May 30, 2017, referenced the 2014 licensing
2 process for issuing Medical Marijuana Establishment Registration Certificates under NRS 453A. The
3 Task Force recommended that “the qualifications for licensure of a marijuana establishment and the
4 impartial numerically scored bidding process for retail marijuana stores be maintained as in the medical
5 marijuana program except for a change in how local jurisdictions participate in selection of locations.”

6 12. During the 2017 legislative session, Assembly Bill 422 transferred responsibility for the
7 registration, licensing, and regulation of marijuana establishments from the State of Nevada Division of
8 Public and Behavioral Health to the DoT.¹³

9 13. On February 27, 2018, the DoT adopted regulations governing the issuance, suspension,
10 or revocation of retail recreational marijuana licenses in LCB File No. R092-17, which were codified in
11 NAC 453D (the “Regulations”).

12 14. The Regulations for licensing were to be “directly and demonstrably related to the
13 operation of a marijuana establishment.” NRS 453D.200(1)(b). The phrase “directly and demonstrably
14 related to the operation of a marijuana establishment” is subject to more than one interpretation.
15

16 15. Each of the Plaintiffs were issued marijuana establishment licenses involving the
17 cultivation, production and/or sale of medicinal marijuana in or about 2014.
18

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22 ¹³ Those provisions (a portion of which became NRS 453D.205) are consistent with BQ2:

23 1. When conducting a background check pursuant to subsection 6 of NRS 453D.200, the Department may
24 require each prospective owner, officer and board member of a marijuana establishment license applicant to submit
25 a complete set of fingerprints and written permission authorizing the Department to forward the fingerprints to the
26 Central Repository for Nevada Records of Criminal History for submission to the Federal Bureau of Investigation
27 for its report.

28 2. When determining the criminal history of a person pursuant to paragraph (c) of subsection 1 of NRS
453D.300, a marijuana establishment may require the person to submit to the Department a complete set of
fingerprints and written permission authorizing the Department to forward the fingerprints to the Central
Repository for Nevada Records of Criminal History for submission to the Federal Bureau of Investigation for its
report.

1 16. A person holding a medical marijuana establishment registration certificate could apply
2 for one or more recreational marijuana establishment licenses within the time set forth by the DoT in
3 the manner described in the application. NAC 453D.268.¹⁴

4
5 ¹⁴ Relevant portions of that provision require that application be made

6 . . . by submitting an application in response to a request for applications issued pursuant to NAC 453D.260 which
7 must include:

8 ***

9 2. An application on a form prescribed by the Department. The application must include, without limitation:

10 (a) Whether the applicant is applying for a license for a marijuana establishment for a marijuana cultivation
11 facility, a marijuana distributor, a marijuana product manufacturing facility, a marijuana testing facility or a retail
12 marijuana store;

13 (b) The name of the proposed marijuana establishment, as reflected in both the medical marijuana establishment
14 registration certificate held by the applicant, if applicable, and the articles of incorporation or other documents filed
15 with the Secretary of State;

16 (c) The type of business organization of the applicant, such as individual, corporation, partnership, limited-liability
17 company, association or cooperative, joint venture or any other business organization;

18 (d) Confirmation that the applicant has registered with the Secretary of State as the appropriate type of business,
19 and the articles of incorporation, articles of organization or partnership or joint venture documents of the applicant;

20 (e) The physical address where the proposed marijuana establishment will be located and the physical address of
21 any co-owned or otherwise affiliated marijuana establishments;

22 (f) The mailing address of the applicant;

23 (g) The telephone number of the applicant;

24 (h) The electronic mail address of the applicant;

25 (i) A signed copy of the Request and Consent to Release Application Form for Marijuana Establishment License
26 prescribed by the Department;

27 (j) If the applicant is applying for a license for a retail marijuana store, the proposed hours of operation during
28 which the retail marijuana store plans to be available to sell marijuana to consumers;

(k) An attestation that the information provided to the Department to apply for the license for a marijuana
establishment is true and correct according to the information known by the affiant at the time of signing; and

(l) The signature of a natural person for the proposed marijuana establishment as described in subsection 1 of NAC
453D.250 and the date on which the person signed the application.

3. Evidence of the amount of taxes paid, or other beneficial financial contributions made, to this State or its
political subdivisions within the last 5 years by the applicant or the persons who are proposed to be owners, officers
or board members of the proposed marijuana establishment.

4. A description of the proposed organizational structure of the proposed marijuana establishment, including,
without limitation:

(a) An organizational chart showing all owners, officers and board members of the proposed marijuana
establishment;

(b) A list of all owners, officers and board members of the proposed marijuana establishment that contains the
following information for each person:

(1) The title of the person;

(2) The race, ethnicity and gender of the person;

(3) A short description of the role in which the person will serve for the organization and his or her
responsibilities;

(4) Whether the person will be designated by the proposed marijuana establishment to provide written notice to
the Department when a marijuana establishment agent is employed by, volunteers at or provides labor as a
marijuana establishment agent at the proposed marijuana establishment;

(5) Whether the person has served or is currently serving as an owner, officer or board member for another
medical marijuana establishment or marijuana establishment;

(6) Whether the person has served as an owner, officer or board member for a medical marijuana establishment
or marijuana establishment that has had its medical marijuana establishment registration certificate or license, as
applicable, revoked;

1 NRS 453D.210(6) mandated the DoT to use “an impartial and numerically scored competitive bidding
2 process” to determine successful applicants where competing applications were submitted.

3 17. NAC 453D.272(1) provides the procedure for when the DoT receives more than one
4 “complete” application for a single county. Under this provision the DoT will determine if the

5 (7) Whether the person has previously had a medical marijuana establishment agent registration card or
6 marijuana establishment agent registration card revoked;

7 (8) Whether the person is an attending provider of health care currently providing written documentation for the
8 issuance of registry identification cards or letters of approval;

9 (9) Whether the person is a law enforcement officer;

10 (10) Whether the person is currently an employee or contractor of the Department; and

11 (11) Whether the person has an ownership or financial investment interest in any other medical marijuana
12 establishment or marijuana establishment.

13 5. For each owner, officer and board member of the proposed marijuana establishment:

14 (a) An attestation signed and dated by the owner, officer or board member that he or she has not been convicted of
15 an excluded felony offense, and that the information provided to support the application for a license for a
16 marijuana establishment is true and correct;

17 (b) A narrative description, not to exceed 750 words, demonstrating:

18 (1) Past experience working with governmental agencies and highlighting past experience in giving back to the
19 community through civic or philanthropic involvement;

20 (2) Any previous experience at operating other businesses or nonprofit organizations; and

21 (3) Any demonstrated knowledge, business experience or expertise with respect to marijuana; and

22 (c) A resume.

23 6. Documentation concerning the size of the proposed marijuana establishment, including, without limitation,
24 building and general floor plans with supporting details.

25 7. The integrated plan of the proposed marijuana establishment for the care, quality and safekeeping of marijuana
26 from seed to sale, including, without limitation, a plan for testing and verifying marijuana, a transportation or
27 delivery plan and procedures to ensure adequate security measures, including, without limitation, building security
28 and product security.

8. A plan for the business which includes, without limitation, a description of the inventory control system of the
proposed marijuana establishment to satisfy the requirements of NRS 453D.300 and NAC 453D.426.

9. A financial plan which includes, without limitation:

(a) Financial statements showing the resources of the applicant;

(b) If the applicant is relying on money from an owner, officer or board member, evidence that the person has
unconditionally committed such money to the use of the applicant in the event the Department awards a license to
the applicant and the applicant obtains the necessary approvals from the locality to operate the proposed marijuana
establishment; and

(c) Proof that the applicant has adequate money to cover all expenses and costs of the first year of operation.

10. Evidence that the applicant has a plan to staff, educate and manage the proposed marijuana establishment on a
daily basis, which must include, without limitation:

(a) A detailed budget for the proposed marijuana establishment, including pre-opening, construction and first-year
operating expenses;

(b) An operations manual that demonstrates compliance with this chapter;

(c) An education plan which must include, without limitation, providing educational materials to the staff of the
proposed marijuana establishment; and

(d) A plan to minimize the environmental impact of the proposed marijuana establishment.

11. If the application is submitted on or before November 15, 2018, for a license for a marijuana distributor,
proof that the applicant holds a wholesale dealer license issued pursuant to Chapter 369 of NRS, unless the
Department determines that an insufficient number of marijuana distributors will result from this limitation.

12. A response to and information which supports any other criteria the Department determines to be relevant,
which will be specified and requested by the Department at the time the Department issues a request for
applications which includes the point values that will be allocated to the applicable portions of the application
pursuant to subsection 2 of NAC 453D.260.

1 “application is complete and in compliance with this chapter and Chapter 453D of NRS, the
2 Department will rank the applications . . . in order from first to last based on the compliance with the
3 provisions of this chapter and Chapter 453D of NRS and on the content of the applications relating
4 to . . .” several enumerated factors. NAC 453D.272(1).

5 18. The factors set forth in NAC 453D.272(1) that are used to rank competing applications
6 received for a single county (collectively, the “Factors”) are:

- 7 (a) Whether the owners, officers or board members have experience operating another kind
8 of business that has given them experience which is applicable to the operation of a marijuana
9 establishment;
10 (b) The diversity of the owners, officers or board members of the proposed marijuana
11 establishment;
12 (c) The educational achievements of the owners, officers or board members of the proposed
13 marijuana establishment;
14 (d) The financial plan and resources of the applicant, both liquid and illiquid;
15 (e) Whether the applicant has an adequate integrated plan for the care, quality and
16 safekeeping of marijuana from seed to sale;
17 (f) The amount of taxes paid and other beneficial financial contributions, including, without
18 limitation, civic or philanthropic involvement with this State or its political subdivisions, by the
19 applicant or the owners, officers or board members of the proposed marijuana establishment;
20 (g) Whether the owners, officers or board members of the proposed marijuana establishment
21 have direct experience with the operation of a medical marijuana establishment or marijuana
22 establishment in this State and have demonstrated a record of operating such an establishment in
23 compliance with the laws and regulations of this State for an adequate period of time to
24 demonstrate success;
25 (h) The (unspecified) experience of key personnel that the applicant intends to employ in
26 operating the type of marijuana establishment for which the applicant seeks a license; and
27 (i) Any other criteria that the Department determines to be relevant.
28

19. Each of the Factors is within the DoT’s discretion in implementing the application
process provided for in BQ2. The DoT had a good-faith basis for determining that each of the Factors
is “directly and demonstrably related to the operation of a marijuana establishment.”

20. Pupo met with several of the applicants’ agent, Amanda Conner, Esq., numerous times
for meals in the Las Vegas Valley. Pupo also met with representatives of several of the applicants in
person. These meetings appeared to relate to regulatory, disciplinary and application issues.

1 21. The DoT posted the application on its website and released the application for
2 recreational marijuana establishment licenses on July 6, 2018.¹⁵

3 22. The DoT used a Listserv¹⁶ to communicate with prospective applicants.

4 23. While every medical marijuana certificate holder was required to have a contact person
5 with information provided to the DoT for purposes of communication, not every marijuana
6 establishment maintained a current email or checked their listed email address regularly, and some of
7 the applicants contend that they were not aware of the revised application.
8

9 24. Applications were accepted from September 7, 2018 through September 20, 2018.

10 25. The DoT elected to utilize a bright line standard for evaluating the factor “operating
11 such an establishment in compliance” of whether the applicant was suspended or revoked.¹⁷ If an
12 applicant was suspended or revoked they were not qualified to apply. This information was
13 communicated in the cover letter with the application.¹⁸ This decision was within the discretion of the
14 DoT.
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19 ¹⁵ The DoT made a change to the application after circulating the first version of the application to delete the
20 requirement of a physical location. The modification resulted in a different version of the application bearing the same
“footer” with the original version remaining available on the DoT’s website.

21 ¹⁶ According to Dictionary.com, the term “Listserv” is used to refer to online mailing list. When capitalized it refers
22 to a proprietary software.

23 ¹⁷ The method by which certain disciplinary matters (self-reported or not) were resolved by the DoT would not affect
the grading process.

24 ¹⁸ The cover letter reads in part:

25 All applicants are required to be in compliance with the following:

26 All licenses, certificates, and fees are current and paid;

27 Applicant is not delinquent in the payment of any tax administered by the Department or is not in default on
payment required pursuant to a written agreement with the Department; or is not otherwise liable to the Department
for the payment of money;

28 No citations for illegal activity or criminal conduct; and

Plans of correction are complete and on time, or are in progress within the required 10 business days.

1 26. The DoT utilized a question and answer process through a generic email account at
2 marijuana@tax.state.nv.us to allow applicants to ask questions and receive answers directly from the
3 DoT, and that information was not further disseminated by the DoT to other applicants.¹⁹

4 27. The cover letter with the application advised potential applicants of the process for
5 questions:

6 Do not call the division seeking application clarification or guidance.
7 Email questions to marijuana@tax.state.nv.us

8 28. No statutory or regulatory requirement for a single point of contact process required the
9 DoT to adopt this procedure.

10 29. As the individual responsible for answering the emailed questions stated:

11 Jorge Pupo is the MED deputy Director. Steve Gilbert is program manager and reports to Jorge.
12 I report to Steve. Steve prefers to not have the world know our structure. He likes industry folks
13 knowing though and addressing them. He has all questions come to me. One's I can't answer,
14 he fields and has me respond, then if he can't then Jorge gets them and Jorge has me respond.
15 That's the goal anyway. ☺

16 Ky Plaskon text to Rebecca Gaska 9/18/2018, Exhibit 1051.

17 30. Some applicants abided by this procedure.

18 31. The DoT did not post the questions and answers so that all potential applicants would be
19 aware of the process

20 32. The DoT made no effort to ensure that the applicants received the same answers
21 regardless of which employee of the DoT the applicant asked.

22 33. On July 9, 2018, at 4:06 pm, Amanda Connor sent a text to Pupo:

23 List of things for us to talk about when you can call me:
24 Attachment E
25 Attachment I
26 Requirement for a location or physical address
27 Attachment F
28 Requirement for initial licensing fee

¹⁹ This single point of contact process had been used in the 2014 medical marijuana establishment application period.
The questions and answers were posted to the department's website for all potential applicants to review and remain there to
this day. Exhibit 2038.

1 Transfers of ownership

2
3 Exhibit 1588-052.

4 34. Although Pupo tried to direct Amanda Connor to Steve Gilbert, she texted him that she
5 would wait rather than speak to someone else.

6 35. On the morning of July 11, 2018, Pupo and Amanda Connor spoke for twenty-nine
7 minutes and forty-five seconds.²⁰

8
9 36. Despite the single point of contact process being established, the DoT departed from this
10 procedure. By allowing certain applicants and their representatives to personally contact the DoT
11 employee about the application process, the DoT violated its own established procedures for the
12 application process.

13 37. After the posting of the application on July 6, 2018, Pupo decided to eliminate the
14 physical location requirement outlined in NRS 453D.210(5) and NAC 453D.265(b)(3).²¹

15
16 38. The DoT published a revised application on July 30, 2018. This revised application was
17 sent to all participants via the DoT's Listserv. The revised application modified physical address
18 requirements. For example, a sentence on Attachment A of the application, prior to this revision, the
19 sentence had read, "Marijuana Establishment's proposed physical address (this must be a Nevada
20 address and cannot be a P.O. Box)." The revised application on July 30, 2018, read: "Marijuana
21 Establishment's proposed physical address if the applicant owns property or has secured a lease or
22 other property agreement (this must be a Nevada address and not a P.O. Box). Otherwise, the
23 applications are virtually identical.
24

25
26
27 ²⁰ Exhibit 1809-054.

28 ²¹ It is unclear whether Pupo had communications similar to those with Amanda Connor with other potential applicants or their agents as Pupo did not preserve the data from his cell phone.

1 39. The DoT sent a copy of the revised application through the Listserv used by the DoT.
2 Not all Plaintiffs' correct emails were included on this list.

3 40. The July 30, 2018, application, like its predecessor, described how applications were to
4 be scored. The scoring criteria was divided into identified criteria and non-identified criteria. The
5 maximum points that could be awarded to any applicant based on these criteria was 250 points.

6 41. The identified criteria consisted of organizational structure of the applicant (60 points);
7 evidence of taxes paid to the State of Nevada by owners, officers, and board members of the applicant
8 in the last 5 years (25 points); a financial plan (30 points); and documents from a financial institution
9 showing unencumbered liquid assets of \$250,000 per location for which an application is submitted.

10 42. The non-identified criteria²² all consisted of documentation concerning the integrated
11 plan of the proposed marijuana establishment for the care, quality and safekeeping of marijuana from
12 seed to sale (40 points); evidence that the applicant has a plan to staff, educate and manage the
13 proposed recreational marijuana establishment on a daily basis (30 points); a plan describing operating
14 procedures for the electronic verification system of the proposed marijuana establishment and
15 describing the proposed establishment's inventory control system (20 points); building plans showing
16 the proposed establishment's adequacy to serve the needs of its customers (20 points); and a proposal
17 explaining likely impact of the proposed marijuana establishment in the community and how it will
18 meet customer needs (15 points).
19
20

21 43. An applicant was permitted to submit a single application for all jurisdictions in which it
22 was applying, and the application would be scored at the same time.
23
24
25
26

27 ²² About two weeks into the grading process the Independent Contractors were advised by certain DoT employees
28 that if an identifier was included in the nonidentified section points should be deducted. It is unclear from the testimony
whether adjustments were made to the scores of those applications graded prior to this change in procedure being
established.

1 44. Although the amended application changed the language related to a physical address,
2 there was still confusion.²³

3 45. Amanda Connor corresponded with Pupo by email requesting clarification on August
4 22, 2018.²⁴

5 46. Although the DoT had used certain DoT personnel to grade applications for medical
6 marijuana establishment applications in White Pine County shortly before the recreational applications
7 were graded, the DoT made a decision for resource and staff reasons that non DoT employees hired on
8 a temporary basis would be used to grade the recreational medical marijuana applications.
9

10 47. Prior to the close of the application evaluation process, Pupo discussed with a
11 representative of the Essence Entities the timing of closing a deal involving the purchase of the entities
12 by a publicly traded company.

13 48. By September 20, 2018, the DoT received a total of 462 applications.
14

15 ²³ One plaintiff was advised by counsel (not Amanda Conner) that, despite the information related to the change for
16 physical address, the revised application appeared to conflict with the statute's physical address requirement and that
therefore a physical address was required.

17 ²⁴ The email thread reads:

18 On Aug 22 at 6:17 pm Amanda Connor wrote

19 Jorge –

20 I know the regulations make clear that land use or the property will not be considered in the application and having a
location secured is not required, but there seems to be some inconsistency in the application. Can you please confirm that a
21 location is not required and documentation about a location will not be considered or no points will be granted for having a
location?

22 On Aug 22 at 8:15 pm Pupo wrote:

23 That is correct. If you have a lease or own property than (sic) put those plans. If you dont (sic) then tell us what will the
floorplan be like etc etc

24 On Aug 22 at 8:24 pm Amanda Connor wrote

25 But a person who has a lease or owns the property will not get more points simply for having the property secured, correct?

26 On Aug 22 at 8:27 pm Pupo wrote:

27 Nope. LOCATION IS NOT SCORED DAMN IT!

28 Exhibit 2064.

1 49. In order to grade and rank the applications, the DoT posted notices that it was seeking to
2 hire individuals with specified qualifications necessary to evaluate applications. Certain DoT
3 employees also reached out to recent State retirees who might have relevant experience as part of their
4 recruitment efforts. The DoT interviewed applicants and made decisions on individuals to hire for each
5 position.

6 50. When decisions were made on who to hire, the individuals were notified that they would
7 need to register with “Manpower” under a preexisting contract between the DoT and that company.
8 Individuals would be paid through Manpower, as their application-grading work would be of a
9 temporary nature.
10

11 51. The DoT identified, hired, and provided some training to eight individuals hired to
12 grade the applications, including three to grade the identified portions of the applications, three to grade
13 the non-identified portions of the applications, and one administrative assistant for each group of
14 graders (collectively the “Independent Contractors”).
15

16 52. Based upon the testimony at trial, it remains unclear how the DoT trained the Temporary
17 Employees. While portions of the training materials from PowerPoint decks were introduced into
18 evidence, it is unclear which slides from the PowerPoint decks were used. Testimony regarding the
19 oral training based upon example applications and practice grading of prior medical marijuana
20 establishment applications was insufficient for the Court to determine the nature and extent of the
21 training of the Independent Contractors.
22

23 53. Based on the evidence adduced, the Court finds that the lack of training for the graders
24 affected the graders’ ability to evaluate the applications objectively and impartially.

25 54. NAC 453D.272(1) required the DoT to determine that an Application is “complete and
26 in compliance” with the provisions of NAC 453D in order to properly apply the licensing criteria set
27 forth therein and the provisions of the Ballot Initiative and the enabling statute.
28

1 55. In evaluating whether an application was “complete and in compliance,” the DoT made
2 no effort to verify owners, officers or board members (except for checking whether a transfer request
3 was made and remained pending before the DoT).

4 56. For purposes of grading the applicant’s organizational structure²⁵ and diversity, if an
5 applicant’s disclosure in its application of its owners, officers, and board members did not match the
6 DoT’s own records, the DoT did not penalize the applicant. Rather, the DoT permitted the grading, and
7 in some cases, awarded a conditional license to an applicant under such circumstances and dealt with
8 the issue by simply informing the winning applicant that its application would have to be brought into
9 conformity with DoT records.
10

11 57. The DoT announced the award of conditional licenses in December 2018.

12 58. The DoT did not comply with BQ2 by requiring applicants to provide information for
13 each prospective owner, officer and board member or verify the ownership of applicants applying for
14 retail recreational marijuana licenses. Instead the DoT issued conditional licenses to applicants who
15 did not identify each prospective owner, officer and board member.
16

17 59. Some of the Industry Defendants and their agent Ms. Connor, produced text messages
18 forensically extracted from their cell phones revealing the extent of contact and substance of
19 communications between them and Pupo. Additionally, phone records of Pupo identifying telephone
20 numbers communicated with and length of communication (but not content) were obtained from
21 Pupo’s cellular service provider. This evidence reinforces the presumption related to Pupo’s failure to
22 preserve evidence and reflects the preferential access and treatment provided.²⁶
23
24

25 ²⁵ The use of Advisory Boards by many applicants who were LLCs has been criticized. The DoT provided no
26 guidance to the potential applicants or the Temporary Employees of the manner by which these “Boards” should be
evaluated. As this applied equally to all applicants, it is not a basis for relief.

27 ²⁶ TGIG also was represented by Amanda Conner and had communications with Pupo. TGIG did not provide its
28 communications with Pupo.

1 60. The DoT's late decision to delete the physical address requirement on some application
2 forms while not modifying those portions of the application that were dependent on a physical location
3 (i.e. floor plan, community impact, security plan, and the sink locations) after the repeated
4 communications by an applicant's agent, not effectively communicating the revision, and leaving the
5 original version of the application on the website is evidence of a lack of a fair process.

6 61. The DoT's departure from its stated single point of contact and the degree of direct
7 personal contact outside the single point of contact process provided unequal, advantageous and
8 supplemental information to some applicants and is evidence of a lack of a fair process.

9 62. Pursuant to NAC 453D.295, the winning applicants received a conditional license that
10 would not be finalized unless within twelve months of December 5, 2018, the licensees receive a final
11 inspection of their marijuana establishment.²⁷

12 63. The DoT's lack of compliance with the established single point of contact and the
13 pervasive communications, meetings with Pupo, and preferential information provided to certain
14 applicants creates an uneven playing field because of the unequal information available to potential
15 applicants. This conduct created an unfair process for which injunctive relief may be appropriate.

16 64. The only direct action attributed to Pupo during the evaluation and grading process
17 related to the determination related to the monopolistic practices. Based upon the testimony adduced at
18 trial, Pupo's reliance upon advice of counsel from Deputy Attorney General Werbicky in making this
19 decision removes it from an arbitrary and capricious exercise of discretion.

20 65. Nothing in NRS 453D or NAC 453D provides for any right to an appeal or review of a
21 decision denying an application for a retail recreational marijuana license.

22 66. In 2019, more than three years from the passage of Ballot Question 2, Nevada's
23 legislature repealed NRS 453D.200. 2019 Statutes of Nevada, Page 3896.

24
25
26
27
28 ²⁷ The DoT has agreed to extend this deadline due to these proceedings and the public health emergency. Some of
the conditional licenses not enjoined under the preliminary injunction have now received final approval.

1 67. With its repeal, NRS 453D.200 was no longer effective as of July 1, 2020.

2 68. Nevada’s legislature also enacted statutes setting forth general qualifications for
3 licensure and registration of persons who have applied to receive marijuana establishment licenses.
4 NRS 678B.200.

5 69. The CCB was formed by the legislature and is now the government entity that oversees
6 and regulates the cannabis industry in the State of Nevada. By statute, the CCB now determines if the
7 “person is qualified to receive a license...” NRS 678B.200(1).
8

9 70. There are an extremely limited number of licenses available for the sale of recreational
10 marijuana.

11 71. The number of licenses available was set by BQ2 and is contained in NRS
12 453D.210(5)(d).

13 72. The secondary market for the transfer of licenses is limited.²⁸

14 73. Although there has been little tourism demand for legal marijuana sales due to the public
15 health emergency and as a result growth in legal marijuana sales has declined, the market is not
16 currently saturated. With the anticipated return of tourism after the abatement of the current public
17 health emergency, significant growth in legal marijuana sales is anticipated. Given the number of
18 variables related to new licenses, the claim for loss of market share is too speculative for relief.
19

20 74. Since the Court does not have authority to order additional licenses in particular
21 jurisdictions and because there are a limited number of licenses that are available in certain
22 jurisdictions, injunctive relief may be necessary to permit the Plaintiffs, if successful in the NRS
23 453D.210(6) process, to actually obtain a license with respect to the issues on which partial summary
24 judgment was granted.
25

26
27 _____
28 ²⁸ Multiple changes in ownership have occurred since the applications were filed. Given this testimony, simply
updating the applications previously filed would not comply with BQ2.

75. The remaining Plaintiffs²⁹(excluding TGIG) (the “Untainted Plaintiffs”) have not identified by a preponderance of the evidence, that if a single point of contact was followed by the DoT and equal information provided to all applicants, as was done for the medical marijuana application process, that there is a substantial likelihood they would have been successful in the ranking process.

76. After balancing the equities among the parties, the Court determines that the balance of equities does not weigh in favor of the Untainted Plaintiffs on the relief beyond that previously granted in conjunction with the partial summary judgment order entered on August 17, 2020.

77. If any findings of fact are properly conclusions of law, they shall be treated as if appropriately identified and designated.

CONCLUSIONS OF LAW

78. This Court has previously held that the 5 percent rule found in NAC 453D.255(1) was an impermissible deviation from the background check requirement of NRS 453D.200(6) as applied to that statute.

79. “Any person...whose rights, status or other legal relations are affected by a statute, municipal ordinance, contract or franchise, may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract or franchise and obtain a declaration of rights, status or other legal relations thereunder.” NRS 30.040.

80. A justiciable controversy is required to exist prior to an award of declaratory relief. *Doe v. Bryan*, 102 Nev. 523, 525, 728 P.2d 443, 444 (1986).

81. The purpose of the equal protection clause of the Fourteenth Amendment is to secure every person within the state's jurisdiction against intentional and arbitrary discrimination. . . .” *Sioux City Bridge Co. v. Dakota Cty., Neb.*, 260 U.S. 441, 445 (1923). If a suspect class or fundamental right is not implicated, then the law or regulation promulgated by the state will be upheld “so long as it bears

²⁹ TGIG's employment of Amanda Connor and direct contact with Pupo were of the same degree as the Industry Defendants who were clients of Amanda Connor.

1 a rational relation to some legitimate end.” *Romer v. Evans*, 517 U.S. 620, 631 (1996). When the state
2 or federal government arbitrarily and irrationally treats groups of citizens differently, such unequal
3 treatment runs afoul the Equal Protection Clause. *Engquist v. Oregon Dep’t of Agr.*, 553 U.S. 591, 601
4 (2008). Where an individual or group were treated differently but are not associated with any distinct
5 class, Plaintiffs must show that they were “intentionally treated differently from others similarly
6 situated and that there is no rational basis for the difference in treatment.” *Vill. of Willowbrook v.*
7 *Olech*, 528 U.S. 562, 564 (2000).

8
9 82. The Nevada Constitution also demands equal protection of the laws under Article 4,
10 Section 21 of the Nevada Constitution. *See Doe v. State*, 133 Nev. 763, 767, 406 P.3d 482, 486 (2017).

11 83. NRS 33.010 governs cases in which an injunction may be granted. The applicant must
12 show (1) a likelihood of success on the merits; and (2) a reasonable probability that the non-moving
13 party’s conduct, if allowed to continue, will cause irreparable harm for which compensatory damage is
14 an inadequate remedy.

15
16 84. Plaintiffs have the burden to demonstrate that the DoT’s conduct, if allowed to continue,
17 will result in irreparable harm for which compensatory damages is an inadequate remedy.

18 85. The Nevada Supreme Court has recognized that “[i]nitiative petitions must be kept
19 substantively intact; otherwise, the people’s voice would be obstructed. . . [I]nitiative legislation is not
20 subject to judicial tampering. The substance of an initiative petition should reflect the unadulterated
21 will of the people and should proceed, if at all, as originally proposed and signed. For this reason, our
22 constitution prevents the Legislature from changing or amending a proposed initiative petition that is
23 under consideration.” *Rogers v. Heller*, 117 Nev. 169, 178, 18 P.3d 1034,1039–40 (2001).

24
25 86. BQ2 provides, “the Department shall adopt all regulations necessary or convenient to
26 carry out the provisions of this chapter.” NRS 453D.200(1). This language does not confer upon the
27 DoT unfettered or unbridled authority to do whatever it wishes without constraint. The DoT was not
28

1 delegated the power to legislate amendments because this is initiative legislation. The Legislature itself
2 has no such authority with regard to NRS 453D until three years after its enactment under the
3 prohibition of Article 19, Section 2 of the Constitution of the State of Nevada.

4 87. Where, as here, amendment of a voter-initiated law is temporally precluded from
5 amendment for three years, the administrative agency may not modify the law.³⁰

6 88. An agency's action in interpreting and executing a statute it is tasked with interpreting is
7 entitled to deference "unless it conflicts with the constitution or other statutes, exceeds the agency's
8 powers, or is otherwise arbitrary and capricious." *Nuleaf CLV Dispensary, LLC v. State Dept. of Health*
9 *and Human Services, Div. of Pub. and Behavioral Health*, 414 P.3d 305, 308 (Nev. 2018) (quoting
10 *Cable v. State ex rel. Emp'rs Ins. Co. of Nev.*, 122 Nev. 120, 126, 127 P.3d 528, 532 (2006)).

11 89. NRS 453D.200(1) provides that "the Department shall adopt all regulations necessary or
12 convenient to carry out the provisions of this chapter." The Court finds that the words "necessary or
13 convenient" are susceptible to at least two reasonable interpretations. This limitation applies only to
14 Regulations adopted by the DoT.
15

16 90. While the category of diversity is not specifically included in the language of BQ2, the
17 evidence presented in the hearing demonstrates that a rational basis existed for the inclusion of this
18 category in the Factors and the application.
19

20 91. The DoT's inclusion of the diversity category was implemented in a way that created a
21 process which was partial and subject to manipulation by applicants.
22

23 92. NAC 453D.272 contains what is commonly referred to as the Regulations' "anti-
24 monopoly" provision. It forbids the DoT from issuing to any person, group of persons, or entity, in a
25 county whose population is 100,000 or more, the greater of one license to operate a retail marijuana
26 store or more than 10 percent of the retail marijuana licenses allocable for the county.
27

28 ³⁰ The Court notes that the Legislature has now modified certain provisions of BQ2. The Court relies on those statutes and regulations in effect at the time of the application process.

1 93. Although not required to use a single point of contact process for questions related to the
2 application, once DoT adopted that process and published the appropriate process to all potential
3 applicants, the DoT was bound to follow that process.

4 94. The DoT employees provided various applicants with different information as to
5 diversity and what would be utilized from this category and whether it would be used merely as a
6 tiebreaker or as a substantive category.

7 95. The DoT selectively discussed with applicants or their agents the modification of the
8 application related to physical address as well as other information contained in the application.
9

10 96. The process was impacted by personal relationships in decisions related to the
11 requirements of the application and the ownership structures of competing applicants.

12 97. The intentional and repeated violations of the single point of contact process in favor of
13 only a select group of applicants was an arbitrary and capricious act and served to contaminate the
14 process. These repeated violations adversely affected applicants who were not members of that select
15 group. These violations are in and of themselves insufficient to void the process as urged by some of
16 the Plaintiffs.
17

18 98. The DoT disseminated various versions of the 2018 Retail Marijuana Application, one
19 of which was published on the DoT's website and required the applicant to provide an actual physical
20 Nevada address for the proposed marijuana establishment, and not a P.O. Box, and an alternative
21 version of the DoT's application form, which was distributed to some, but not all, of the potential
22 applicants via a DoT Listserv, which deleted the requirement that applicants disclose an actual physical
23 address for their proposed marijuana establishment.
24

25 99. The applicants were applying for conditional licensure, which would last for 1 year.
26 NAC 453D.282. The license was conditional based on the applicant's gaining approval from local
27
28

1 authorities on zoning and land use, the issuance of a business license, and the Department of Taxation
2 inspections of the marijuana establishment.

3 100. By selectively eliminating the requirement to disclose an actual physical address for
4 each and every proposed retail recreational marijuana establishment, the DoT limited the ability of the
5 Independent Contractors to adequately assess graded criteria such as (i) prohibited proximity to schools
6 and certain other public facilities, (ii) impact on the community, (iii) security, (iv) building plans, and
7 (v) other material considerations prescribed by the Regulations.

8
9 101. The hiring of Independent Contractors was well within the DoT's discretionary power.

10 102. The evidence establishes that the DoT failed to properly train the Independent
11 Contractors. The DoT failed to establish any quality assurance or quality control of the grading done
12 by Independent Contractors.³¹ This is not an appropriate basis for the requested relief as the DoT
13 treated all applicants the same in the grading process. The DoT's failures in training the Independent
14 Contractors applied equally to all applicants.

15
16 103. The DoT made licensure conditional for one year based on the grant of power to create
17 regulations that develop "[p]rocedures for the issuance, renewal, suspension, and revocation of a
18 license to operate a marijuana establishment." NRS 453D.200(1)(a). This was within the DoT's
19 discretion.

20 104. Certain of DoT's actions related to the licensing process were nondiscretionary
21 modifications of BQ2's mandatory requirements.³² The evidence establishes DoT's deviations
22 constituted arbitrary and capricious conduct without any rational basis for the deviation.

23
24 105. The DoT's decision to not require disclosure on the application and to not conduct
25 background checks of persons owning less than 5 percent prior to award of a conditional license is an

26
27 ³¹ The only QA/QC process was done by the Temporary Employees apparently with no oversight by the DoT.

28 ³² These are contained in the order entered August 17, 2020.

1 impermissible deviation from the mandatory language of BQ2, which mandated “a background check
2 of each prospective owner, officer, and board member of a marijuana establishment license applicant.”
3 NRS 453D.200(6).

4 106. Under the circumstances presented here, the Court concludes that certain of the
5 Regulations created by the DoT are unreasonable, inconsistent with BQ2, and outside of any discretion
6 permitted to the DoT.

7 107. The DoT acted beyond its scope of authority when it arbitrarily and capriciously
8 replaced the mandatory requirement of BQ2, for the background check of each prospective owner,
9 officer and board member with the 5 percent or greater standard in NAC 453.255(1). This decision by
10 the DoT was not one they were permitted to make as it resulted in a modification of BQ2 in violation of
11 Article 19, Section 2(3) of the Nevada Constitution.
12

13 108. The balance of equities weighs in favor of Plaintiffs on the issue for which partial
14 summary judgment has been granted.³³

15 109. The DoT stands to suffer no appreciable losses and will suffer only minimal harm as a
16 result of an injunction related to the August 17, 2020, partial summary judgment.
17

18 110. The bond previously posted for the preliminary injunction is released to those parties
19 who posted the bond.³⁴

20 111. If any conclusions of law are properly findings of fact, they shall be treated as if
21 appropriately identified and designated.
22
23
24

25 ³³ The order concludes:

26 [A]s a matter of law, the DoT acted beyond the scope of its authority by replacing the requirement for
27 a background check of each prospective owner with the 5 percent or greater standard in NAC 453D.255(1).

28 ³⁴ Any objections to the release of the bond must be made within five judicial days of entry of this order. If no
objections are made, the Court will sign an order submitted by Plaintiffs. If an objection is made, the Court will set a
hearing for further argument on this issue.

ORDER

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

The claim for declaratory relief is granted. The Court declares:

The DoT acted beyond its scope of authority when it arbitrarily and capriciously replaced the mandatory requirement of BQ2, for the background check of each prospective owner, officer and board member with the 5 percent or greater standard in NAC 453.255(1). This decision by the DoT was not one they were permitted to make as it resulted in a modification of BQ2 in violation of Article 19, Section 2(3) of the Nevada Constitution.

The claim for equal protection is granted in part:

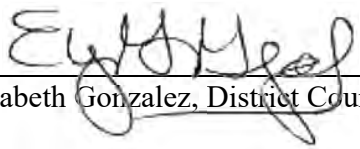
With respect to the decision by the DoT to arbitrarily and capriciously replace the mandatory requirement of BQ2, for the background check of each prospective owner, officer and board member with the 5 percent or greater standard in NAC 453.255(1), the DoT created an unfair process. No monetary damages are awarded given the speculative nature of the potential loss of market share.

Injunctive relief under these claims is appropriate. The State is permanently enjoined from conducting a final inspection of any of the conditional licenses issued in or about December 2018 for an applicant who did not provide the identification of each prospective owner, officer and board member as required by NRS 453D.200(6).

The Court declines to issue an extraordinary writ unless violation of the permanent injunction occurs.

All remaining claims for relief raised by the parties in this Phase are denied.

DATED this 3rd day of September 2020.


Elizabeth Gonzalez, District Court Judge

Certificate of Service

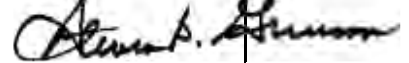
I hereby certify that on the date filed, these Findings of Fact, Conclusion of Law and Permanent Injunction were electronically served, pursuant to N.E.F.C.R. Rule 9, to all registered parties in the Eighth Judicial District Court Electronic Filing Program.

/s/ Dan Kutinac
Dan Kutinac, JEA Dept XI

EXHIBIT I

EXHIBIT I

DOT/CCB000206



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**DISTRICT COURT
CLARK COUNTY, NEVADA**

)	Case No. A-19-787004-B
)	
)	Consolidated with A-785818
	)	A-786357
In Re: D.O.T. Litigation,	)	A-786962
	)	A-787035
	)	A-787540
	)	A-787726
	)	A-801416
	)	Dept. No. XI
)	
	)	<u>(REQUEST FOR HEARING)</u>

**TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF
LAW AND PERMANENT INJUNCTION**

The TGIG Plaintiffs move to amend this court's Findings of Fact, Conclusions of Law and Permanent Injunction (FFCL), filed September 3, 2020. See NRCP 59(e). The purpose of this motion is to seek clarification of the status of intervenors who were certified as Tier 3 defendants by the Nevada Department of Taxation following entry of the preliminary injunction.

1 This Motion is based upon the Memorandum of Points and Authorities below, the
2 evidentiary support attached hereto, the pleadings and papers on file, and any argument that the
3 Court may entertain on this matter.
4

5 **MEMORANDUM OF POINTS AND AUTHORITIES**

6 **I.**
7 **INTRODUCTION**¹

8 The final FFCL provides, in pertinent part, as follows:

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:
10

11 The Claim for declaratory relief is granted. The Court declares:
12

13 The DoT acted beyond its scope of authority when it arbitrarily and capriciously replaced
14 the mandatory requirement of BQ2, for the background check of each prospective owner,
15 officer and board member with the 5 per cent or greater standard in NAC 453.255(1).
16 This decision by the DoT was not one they were permitted to make as it resulted in a
modification of BQ2 in violation of Article 19 of the Nevada Constitution. 9.

17 The claim for equal protection is granted in part:

18 With respect to the decision by the DoT to arbitrarily and capriciously replace the
19 mandatory requirement of BQ2, for the background check of each prospective owner,
20 officer and board member with the 5 percent or greater standard in NAC 453.255(1), the
DoT created an unfair process. . . .

21 Injunctive relief under these claims is appropriate. The State is permanently enjoined
22 from conducting a final inspection of any of the conditional licenses issued on or about
23 December 2018 for an applicant who did not provide the identification of each
prospective owner, officer and board member as required by NRS 453D.200(6).
24

25 _____
26
27 ¹ Pending trial, this Court issued a Preliminary Injunction in favor of the plaintiffs restraining the DOT from conducting final
28 inspections of conditional licensees who failed under NRS 453D.200(6) to identify each prospective owner, officer or board
member in connection with such licenses issued in December of 2018. The recent FFCL made that preliminary injunction
permanent.

1 By email certification dated August 21, 2019, Steven Shevorski, counsel for the DoT,
2 certified that “the Department of Taxation could not eliminate a question as to the completeness”
3 of the applications of applicants Helping Hands Wellness Center Inc., Lone Mountain Partners
4 LLC, Nevada Organic Remedies LLC, and Greenmart of Nevada NLV LLC with reference to
5 NRS 453D.200(6). See Court Exhibit 3 to the Amended Findings of Fact, Conclusions of Law
6 and Order of Preliminary Injunction dated February 7, 2020, **Exhibit 1**. More specifically:
7

- 8 1. **Helping Hands Wellness Center, Inc.** – The Department of Taxation could not
9 eliminate a question a question regarding the completeness of the applicant’s
10 identification of all of its officers on Attachment A in light of Mr. Terteryan’s
11 testimony that he is the Chief Operating Officer and was not listed on Attachment
12 A. The Department of Taxation does note, however, that Mr. Terteryan has been
13 the subject of a completed background check.
- 14 2. **Lone Mountain Partners, LLC** – The Department of Taxation could not
15 eliminate a question regarding the completeness of the applicant’s identification
16 of all of its owners because the Department could not determine whether Lone
17 Mountain Partners, LLC was a subsidiary of an entity styled “Verona” or was
18 owned by the individual members listed on Attachment A.
- 19 3. **Nevada Organic Remedies, LLC** - The Department of Taxation could not
20 eliminate a question regarding the completeness of the applicant’s identification
21 of all of its owners because the Department could not determine whether there
22 were shareholders who owned a membership interest in the applicant at the time
23 the application was submitted, but who were not listed on Attachment A, as the
24 applicant was acquired by a publicly traded company on or around September 4,
25 2018.
- 26 4. **Greenmart of Nevada NLV, LLC** - The Department of Taxation could not
27 eliminate a question regarding the completeness of the applicant’s identification
28 of all of its owners. The Department could not determine whether the applicant
listed all its owners on Attachment A because a subsidiary of a publicly traded
company owned a membership interest in the applicant at the time the applicant
submitted its application.

25 *See Id.*

26 Near to the end of trial proceedings, a group of plaintiffs negotiated a proposed
27 settlement with the DoT and selected intervenor defendants, including the intervenor defendants
28

1 listed above by the DoT. Terms included transfers of licenses and a unilateral re-tiering of
2 certain defendants. The settlement in part required as follows:

3
4 10. As a condition and term of this settlement, within two business days after
5 the conditions precedent in Paragraphs 5-8 are met, Settling Plaintiffs shall
6 move to dismiss any and all claims in the cases listed below (the “Dismissed
Claims”):

7 MM Development/LivFree action (Case No. A-18-785818-W);

8 In Re: DOT Litigation (A-19-787004-B);

9 Nevada Wellness Center action (A-19-787540-W);

10 Qualcan action (A-19-801416-B).

11 Settling Plaintiffs will dismiss the Dismissed Claims with prejudice against
12 each Settling Party hereto, as applicable, and without costs or fees to or from
13 any such Settling Party; Settling Defendants reserve their rights to seek fees
and costs from any Non-Settling Plaintiff . . . in the Lawsuit.

14 The settlement agreement is attached to this motion as **Exhibit 2**.

15 The settling parties thereafter sought and received approval to settle the matter under the
16 terms of the Settlement Agreement from the DoT and the Cannabis Compliance Board. The
17 settling defendants then sought, based upon the settlement, an Order by this Court for return of
18 bond deposits. This Court granted release of the bonds to all plaintiffs in the recent FFCL --
19 pending objections by defendant parties.

20
21 Importantly, none of the “settled” claims have been dismissed and the recent FFCL
22 makes no mention of the settlement. The claims against the settling defendants were thus
23 litigated to conclusion because the claims were not dismissed, and the bond releases are still
24 pending. The TGIG plaintiffs seek amendment to the recent FFCL to clarify that the decision
25 applies to settling and non-settling parties alike.
26
27
28

II. ARGUMENT

NAC 453.315(9) and NCCR 5.110(9) provide identical restrictions toward the requested transfer of conditional licenses: “[a] request to transfer an ownership interest in a cannabis establishment which holds a conditional license must be accompanied by a notarized attestation, signed by a person authorized to submit such an attestation by the governing documents of the cannabis establishment, declaring that the prospective owner will build and operate the cannabis establishment at standards that meet or exceed the criteria contained in the original application for the cannabis establishment.

The proposed Settlement Agreement's provisions concerning transfer of conditional license violate clearly articulated prohibitions in both NAC453D and NCCR. Paragraph 8 of the proposed Settlement Agreement provides: "[a]s a condition and term of this settlement, after the conditions precedent in Paragraphs 5-7 are met, the CCB agrees to make a good faith effort to expedite any and all CHOW requests for the transfer of licenses from existing licensee to another existing licensee as set forth in Paragraph 1 above. The CCB agrees that it will make a good faith effort to expedite and process all CHOWs after submission thereof.

For purposes of approving the transfers, LivFree, MM, ETW Plaintiffs, NWC, Qualcan, and Thrive were previously and are currently approved by the DOT as owners and operators of medical and retail marijuana dispensary licenses in the state of Nevada. In compliance with NRS/NAC 453D, these parties have operated retail marijuana dispensaries without any suspensions or revocations of those licenses.

Absent a finding invalidating the ranking of applications by DoT, neither the proposed “Settling Defendants” nor the proposed “Settling Plaintiffs” can assert that the marijuana establishments going forward will meet or exceed the very same criteria that DOT purports it

1 appropriately considered and ranked from first to last among competing applicants. The Settling
2 Parties simply cannot assert that the proposed transfers will be built and operated at the same
3 standards ranked and scored by the DoT. To demonstrate, the purported Settlement Agreement
4 provide for unlawful transfers of conditional licenses as follows:
5

- 6 1. Lone Mountain hereby assigns 1 City of Las Vegas conditional license to Qualcan; this
7 provision seeks unlawful transfer of a license from an applicant ranked number Six (6) to
8 an applicant ranked number Eleven (11).
9
- 10 2. Lone Mountain hereby assigns 1 Washoe County – City of Reno conditional license.
11 This provision seeks unlawful transfer of a license from an applicant ranked number Five
12 (5) to an applicant whose ranking cannot specifically be determined but would not have
13 qualified for initial licensure.
14
- 15 3. Eureka County conditional license to ETW Plaintiffs. This provision seeks unlawful
16 transfer of a license from an applicant ranked number One (1) to an applicant that did not
17 apply in that jurisdiction but based on scores in other jurisdictions would not have
18 qualified for licensure.
19
- 20 4. Helping Hands hereby assigns 1 Unincorporated Clark County conditional license to
21 LivFree. This provision seeks unlawful transfer of a license from an applicant ranked
22 number Five (5) to an applicant ranked Thirty-Five (35).
23
- 24 5. NOR hereby assigns 1 Unincorporated Clark County conditional license to MM. This
25 provision seeks unlawful transfer of a license from an applicant ranked number Three (3)
26 to an applicant ranked Fourteen (14).
27
- 28 6. NOR hereby assigns 1 Carson City conditional license to Qualcan. This provision seeks
unlawful transfer of a license from an applicant ranked number Two (2) to an applicant

1 that did not apply in that jurisdiction. These settling parties justify this transfer based
2 upon scores in other jurisdictions that would not have qualified for licensure in Carson
3 City.
4

- 5 7. GreenMart hereby assigns 1 Unincorporated Clark County conditional license to NWC.

6 This provision seeks unlawful transfer of a license from an applicant ranked number
7 Seven (7) to an applicant ranked sixty-nine (69).
8

- 9 8. Thrive hereby assigns 1 Clark County – City of Henderson conditional license (RD266)
10 to ETW Management or a related-entity designee. This provision seeks unlawful
11 transfer of a license from an applicant ranked number Fourth (4) to an applicant ranked
12 Thirty (30).
13

- 14 9. Lone Mountain hereby assigns 1 Douglas County conditional license to Thrive. This
15 provision seeks unlawful transfer of a license from an applicant ranked number One (1)
16 to an unspecified applicant. Per the terms of the Agreement, the Parties agree to a
17 transfer to Thrive yet that applicant applied under two separate entity names. Both
18 Thrive entities, Cheyenne Medical and Commerce Park, submitted identical
19 applications but were scored differently.
20

21 Applicable provisions of NAC 453D clearly establish that the intent of NAC 453.315(9)
22 is that the terms “build and operate the marijuana establishment at standards that meet or exceed
23 the criteria contained in the original marijuana establishment” are intended to prohibit the exact
24 conditions the settling parties now seek to apply. NAC 453D.260 provides that the
25 “[d]epartment will provide notice of a request for applications to operate a marijuana
26 establishment...” NAC 453D.268 provides in relevant part, “The application must include,
27 without limitation: Documentation concerning the size of the proposed marijuana establishment,
28 including, without limitation, building and general floor plans with supporting details.” These

1 associated regulations evidence a clear intent prohibiting the precise conduct that DoT now
2 attempts to condone in permitting transfer of conditional licenses under this settlement.

3 **III.**
4 **CONCLUSION**

5 The DoT simply has no authority to disregard the law in furtherance of any proposed
6 partial settlement. Accordingly, the permanent injunction should apply by its terms and the court
7 should not dismiss the actions listed in the Settlement Agreement. In this, the TGIG parties
8 move for an amendment to the FFCL refusing dismissal of the settling defendants per the
9 settlement.²
10

11 DATED this 10th day of September 2020.

12 **CLARK HILL, PLLC**

13 By /s/ John A. Hunt, Esq.
14 John A. Hunt, Esq. (NSBN 1888)
15 Dominic P. Gentile, Esq. (NSBN 1923)
16 Ross Miller, Esq. (NSBN 8190)
17 Mark Dzarnoski, Esq. (NSBN 3398)
18 3800 Howard Hughes Pkwy., #500
19 Las Vegas, Nevada 89169
20 Attorneys for Plaintiffs
21
22
23
24
25
26

27 ² In response to the FFCL, the Attorney General himself has publicly announced that the permanent
28 injunction is moot because he has removed the listed parties from the category of deficient applicants
awarded licenses in December 2018. That means that the chief counsel for the NDot and CCB has
countenanced a violation of the constitutional provision at issue in the instant permanent injunction.

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/s/ Tanya Bain
An Employee of Clark Hill

EXHIBIT 1

EXHIBIT 1

Traci A. Plotnick

From: Steven G. Shevorski
Sent: Sunday, August 2, 2020 9:42 AM
To: Steven G. Shevorski
Subject: FW: A786962 Serenity - Response to Judge's Question on NRS 453D.200(6)

Steve Shevorski
Chief Litigation Counsel
Office of the Attorney General
555 E. Washington Ave., Suite 3900
Las Vegas, NV 89101
702-486-3783

From: Steven G. Shevorski
Sent: Wednesday, August 21, 2019 3:23 PM
To: 'Meriwether, Danielle LC'; 'Michael Cristalli'; 'Vincent Savarese'; 'Ross Miller'; Ketan D. Bhirud; Robert E. Werbicky; David J. Pope; Theresa M. Haar; 'jag@mgalaw.com'; 'rgraf@blacklobello.law'; 'bhiggins@blacklobello.law'; 'alina@nvlitigation.com'; 'Work'; 'Eric Hone, Esq. (eric@h1lawgroup.com)'; 'jamie@h1lawgroup.com'; 'moorea@h1lawgroup.com'; 'jkahn@jk-legalconsulting.com'; 'dkoch@kochscow.com'; 'sscow@kochscow.com'; 'Bult, Adam K.'; 'tchance@bhfs.com'; 'a.hayslett@kempjones.com'; 'Nathanael Rulis, Esq. (n.rulis@kempjones.com)'; 'tparker@pnalaw.net'; 'Fetaz, Maximilien'; 'phil@hymansonlawnv.com'; 'shane@lasvegaslegalvideo.com'; 'joe@lasvegaslegalvideo.com'; 'Pat Stoppard (p.stoppard@kempjones.com)'; 'jdelcarmen@pnalaw.net'; Kutinac, Daniel; 'ShaLinda Creer'; 'Tanya Bain'; 'Karen Wiehl (Karen@HymansonLawNV.com)'; 'Kay, Paula'; 'Dennis Prince (dprince@thedplg.com)'; 'tlb@pisanellibice.com'; 'JTS@pisanellibice.com'
Cc: Kutinac, Daniel
Subject: RE: A786962 Serenity - Response to Judge's Question on NRS 453D.200(6)

Case : A-19-786962-B

Dept. 11

Danielle,

The Department of Taxation answers the Court's question as follows:

Court's Question: Which successful applicants completed the application in compliance with NRS 453D.200(6) at the time the application was filed in September 2018?

Answer: The Department of Taxation answers the Court's question in three parts.

First, there were seven successful applicants who are not parties to the coordinated preliminary injunction proceeding. These entities are Green Therapeutics LLC, Eureka NewGen Farms LLC, Circle S Farms LLC, Deep Roots Medical LLC, Pure Tonic Concentrates LLC, Wellness Connection of Nevada LLC, Polaris Wellness Center LLC, and TRNVP098 LLC. Accepting as truthful these applicants' attestations regarding who their owners, officers, and board members were at the time of the application, these applications were complete at the time they were filed with reference to NRS 453D.200(6).

Second, there were five successful applicants who are parties to this coordinated preliminary injunction proceeding whose applications were complete with reference to NRS 453D.200(6) if the Department of Taxation accepts as truthful their attestations regarding who their owners, officers, and board members were. These applicants were Clear River LLC, Cheyenne Medical LLC, Essence Tropicana LLC, Essence Henderson LLC, and Commerce Park Medical LLC.

Third, there were four successful applicants who are parties to this proceeding regarding whom the Department of Taxation could not eliminate a question as to the completeness of their applications with reference to NRS 453D.200(6). These applicants were Helping Hands Wellness Center Inc., Lone Mountain Partners LLC, Nevada Organic Remedies LLC, and Greenmart of Nevada NLV LLC.

With respect to the third group, the Department of Taxation could not eliminate a question as to the completeness of the applications due to the following:

1. **Helping Hands Wellness Center, Inc.** – The Department of Taxation could not eliminate a question a question regarding the completeness of the applicant's identification of all of its officers on Attachment A in light of Mr. Terteryan's testimony that he is the Chief Operating Officer and was not listed on Attachment A. The Department of Taxation does note, however, that Mr. Terteryan has been the subject of a completed background check.
2. **Lone Mountain Partners, LLC** – The Department of Taxation could not eliminate a question regarding the completeness of the applicant's identification of all of its owners because the Department could not determine whether Lone Mountain Partners, LLC was a subsidiary of an entity styled "Verona" or was owned by the individual members listed on Attachment A.
3. **Nevada Organic Remedies, LLC** - The Department of Taxation could not eliminate a question regarding the completeness of the applicant's identification of all of its owners because the Department could not determine whether there were shareholders who owned a membership interest in the applicant at the time the application was submitted, but who were not listed on Attachment A, as the applicant was acquired by a publicly traded company on or around September 4, 2018.
4. **Greenmart of Nevada NLV, LLC** - The Department of Taxation could not eliminate a question regarding the completeness of the applicant's identification of all of its owners. The Department could not determine whether the applicant listed all its owners on Attachment A because a subsidiary of a publicly traded company owned a membership interest in the applicant at the time the applicant submitted its application.

In creating this answer, the Department of Taxation sought to answer the Court's question in a neutral fashion based on the information available to it from the applications themselves, testimony given at the hearing (without reference to issues of admissibility, which an affected party may raise), and information publicly available from a government website (the Canadian Securities Exchange website), which was submitted by the applicant or information submitted about the applicant by an entity claiming an affiliation to the applicant. The Department of Taxation expects that Helping Hands Wellness Center Inc., Lone Mountain Partners LLC, Nevada Organic Remedies LLC, and Greenmart of Nevada NLV LLC may explain why they believe they submitted complete applications in compliance with the provisions of NRS 453D.200(6).

Best regards,

Steve Shevorski

Steve Shevorski
Head of Complex Litigation
Office of the Attorney General
555 E. Washington Ave., Suite 3900
Las Vegas, NV 89101
702-486-3783

From: Meriwether, Danielle LC <Dept11LC@clarkcountycourts.us>

Sent: Wednesday, August 21, 2019 10:11 AM

To: Steven G. Shevorski <SShevorski@ag.nv.gov>; 'Michael Cristalli' <mcristalli@gcmaslaw.com>; 'Vincent Savarese' <vsavarese@gcmaslaw.com>; 'Ross Miller' <rmiller@gcmaslaw.com>; Ketan D. Bhurud <KBhurud@ag.nv.gov>; Robert E. Werbicky <RWerbicky@ag.nv.gov>; David J. Pope <DPope@ag.nv.gov>; Theresa M. Haar <THaar@ag.nv.gov>; 'jag@mgalaw.com' <jag@mgalaw.com>; 'rgraf@blacklobello.law' <rgraf@blacklobello.law>; 'bhiggins@blacklobello.law' <bhiggins@blacklobello.law>; 'alina@nvlitigation.com' <alina@nvlitigation.com>; 'Work' <maggie@nvlitigation.com>; 'Eric Hone, Esq. (eric@h1lawgroup.com)' <eric@h1lawgroup.com>; 'jamie@h1lawgroup.com' <jamie@h1lawgroup.com>; 'moorea@h1lawgroup.com' <moorea@h1lawgroup.com>; 'jkahn@jk-legalconsulting.com' <jkahn@jk-legalconsulting.com>; 'dkoch@kochscow.com' <dkoch@kochscow.com>; 'sscow@kochscow.com' <sscow@kochscow.com>; 'Bult, Adam K.' <ABult@bhfs.com>; 'tchance@bhfs.com' <tchance@bhfs.com>; 'a.hayslett@kempjones.com' <a.hayslett@kempjones.com>; 'Nathanael Rulis, Esq. (n.rulis@kempjones.com)' <n.rulis@kempjones.com>; 'tparker@pnalaw.net' <tparker@pnalaw.net>; 'Fetaz, Maximilien' <MFetaz@bhfs.com>; 'phil@hymansonlawnv.com' <phil@hymansonlawnv.com>; 'shane@lasvegaslegalvideo.com' <shane@lasvegaslegalvideo.com>; 'joe@lasvegaslegalvideo.com' <joe@lasvegaslegalvideo.com>; 'Pat Stoppard (p.stoppard@kempjones.com)' <p.stoppard@kempjones.com>; 'jdelcarmen@pnalaw.net' <jdelcarmen@pnalaw.net>; Kutinac, Daniel <KutinacD@clarkcountycourts.us>; 'ShaLinda Creer' <screer@gcmaslaw.com>; 'Tanya Bain' <tbain@gcmaslaw.com>; 'Karen Wiehl (Karen@HymansonLawNV.com)' <Karen@hymansonlawnv.com>; 'Kay, Paula' <PKay@bhfs.com>; 'Dennis Prince (dprince@thedplg.com)' <dprince@thedplg.com>; 'tlb@pisanellibice.com' <tlb@pisanellibice.com>; 'JTS@pisanellibice.com' <JTS@pisanellibice.com>

Cc: Kutinac, Daniel <KutinacD@clarkcountycourts.us>

Subject: RE: A786962 Serenity - Request for 1 day extension to respond to Judge's Question on NRS 453D.200

Mr. Shevorski,

Judge said she understands and asks that you please get us an answer as soon as you can.

Thank you,

Danielle M. Meriwether, Esq.

Law Clerk to the Honorable Elizabeth G. Gonzalez

District Court, Department XI

P: (702) 671-4375

F: (702) 671-4377

From: Meriwether, Danielle LC

Sent: Tuesday, August 20, 2019 4:06 PM

To: 'Steven G. Shevorski'; Michael Cristalli; Vincent Savarese; Ross Miller; Ketan D. Bhirud; Robert E. Werbicky; David J. Pope; Theresa M. Haar; jag@mgalaw.com; rgraf@blacklobello.law; bhiggins@blacklobello.law; alina@nvlitigation.com; Work; Eric Hone, Esq. (eric@h1lawgroup.com); jamie@h1lawgroup.com; moorea@h1lawgroup.com; jkahn@jk-legalconsulting.com; dkoch@kochscow.com; sscow@kochscow.com; Bult, Adam K.; tchance@bhfs.com; a.hayslett@kempjones.com; Nathanael Rulis, Esq. (n.rulis@kempjones.com); tparker@pnalaw.net; Fetaz, Maximilien; phil@hymansonlawnv.com; shane@lasvegaslegalvideo.com; joe@lasvegaslegalvideo.com; Pat Stoppard (p.stoppard@kempjones.com); jdelcarmen@pnalaw.net; Kutinac, Daniel; ShaLinda Creer; Tanya Bain; Karen Wiehl (Karen@HymansonLawNV.com); Kay, Paula; Dennis Prince (dprince@thedplg.com); tlb@pisanellibice.com; JTS@pisanellibice.com

Cc: Kutinac, Daniel

Subject: RE: A786962 Serenity - Request for 1 day extension to respond to Judge's Question on NRS 453D.200

Mr. Shevorski,

Thank you for your email. I will inform Judge.

Danielle M. Meriwether, Esq.

Law Clerk to the Honorable Elizabeth G. Gonzalez

District Court, Department XI

P: (702) 671-4375

F: (702) 671-4377

From: Steven G. Shevorski [<mailto:SShevorski@ag.nv.gov>]

Sent: Tuesday, August 20, 2019 4:03 PM

To: Meriwether, Danielle LC; Michael Cristalli; Vincent Savarese; Ross Miller; Ketan D. Bhirud; Robert E. Werbicky; David J. Pope; Theresa M. Haar; jag@mgalaw.com; rgraf@blacklobello.law; bhiggins@blacklobello.law; alina@nvlitigation.com; Work; Eric Hone, Esq. (eric@h1lawgroup.com); jamie@h1lawgroup.com; moorea@h1lawgroup.com; jkahn@jk-legalconsulting.com; dkoch@kochscow.com; sscow@kochscow.com; Bult, Adam K.; tchance@bhfs.com; a.hayslett@kempjones.com; Nathanael Rulis, Esq. (n.rulis@kempjones.com); tparker@pnalaw.net; Fetaz, Maximilien; phil@hymansonlawnv.com; shane@lasvegaslegalvideo.com; joe@lasvegaslegalvideo.com; Pat Stoppard (p.stoppard@kempjones.com); jdelcarmen@pnalaw.net; Kutinac, Daniel; ShaLinda Creer; Tanya Bain; Karen Wiehl (Karen@HymansonLawNV.com); Kay, Paula; Dennis Prince (dprince@thedplg.com); tlb@pisanellibice.com; JTS@pisanellibice.com

Cc: Kutinac, Daniel

Subject: A786962 Serenity - Request for 1 day extension to respond to Judge's Question on NRS 453D.200

To the Honorable Judge Gonzales,

The Department of Taxation needs until tomorrow to submit the email responding to your query. My office needs a little more time to confer with the DOT on the answer to your question. I also have to

leave work early due to a medical circumstance involving my wife's family, which requires my wife to attend to her mother in the hospital and I have the charge of my two children.

I apologize for the delay. The DOT requests an additional day to provide its response, if possible.

Steve Shevorsi
Head of Complex Litigation
Office of the Attorney General
555 E. Washington Ave., Suite 3900
Las Vegas, NV 89101
702-486-3783

From: Meriwether, Danielle LC <Dept11LC@clarkcountycourts.us>

Sent: Thursday, August 15, 2019 8:23 AM

To: Michael Cristalli <mcristalli@gcmaslaw.com>; Vincent Savarese <vsavarese@gcmaslaw.com>; Ross Miller <rmiller@gcmaslaw.com>; Ketan D. Bhirud <KBhirud@ag.nv.gov>; Robert E. Werbicky <RWerbicky@ag.nv.gov>; David J. Pope <DPope@ag.nv.gov>; Steven G. Shevorsi <SShevorsi@ag.nv.gov>; Theresa M. Haar <THaar@ag.nv.gov>; jag@mgalaw.com; rgraf@blacklobello.law; bhiggins@blacklobello.law; alina@nvlitigation.com; Work <maggie@nvlitigation.com>; Eric Hone, Esq. (eric@h1lawgroup.com) <eric@h1lawgroup.com>; jamie@h1lawgroup.com; moorea@h1lawgroup.com; jkahn@jk-legalconsulting.com; dkoch@kochscow.com; sscow@kochscow.com; Bult, Adam K. <ABult@bhfs.com>; tchance@bhfs.com; a.hayslett@kempjones.com; Nathanael Rulis, Esq. (n.rulis@kempjones.com) <n.rulis@kempjones.com>; tparker@pnalaw.net; Fetaz, Maximilien <MFetaz@bhfs.com>; phil@hymansonlawnv.com; shane@lasvegaslegalvideo.com; joe@lasvegaslegalvideo.com; Pat Stoppard (p.stoppard@kempjones.com) <p.stoppard@kempjones.com>; jdelcarmen@pnalaw.net; Kutinac, Daniel <KutinacD@clarkcountycourts.us>; ShaLinda Creer <screer@gcmaslaw.com>; Tanya Bain <tbain@gcmaslaw.com>; Karen Wiehl (Karen@HymansonLawNV.com) <Karen@hymansonlawnv.com>; Kay, Paula <PKay@bhfs.com>; Dennis Prince (dprince@thedplg.com) <dprince@thedplg.com>; tlb@pisanellibice.com; JTS@pisanellibice.com
Cc: Kutinac, Daniel <KutinacD@clarkcountycourts.us>
Subject: A786962 Serenity - Bench Briefs Received

Counsel:

I am emailing to confirm the receipt of the following briefs:

1. MM & LivFree (Kemp)
2. CPCM/Thrive (Gutierrez)
3. NOR (Koch)
4. Essence (Bice)
5. Greenmart (Shell)
6. Clear River (Graf)

Thank you,

Danielle M. Meriwether, Esq.
Law Clerk to the Honorable Elizabeth G. Gonzalez
District Court, Department XI
P: (702) 671-4375
F: (702) 671-4377

EXHIBIT 2

EXHIBIT 2

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into as of July __, 2020 (the “Effective Date”) (this “Agreement”), among LivFree Wellness, LLC, a Nevada limited liability company (“LivFree”), MM Development Company, Inc., a Nevada corporation, (“MM”); ETW Management Group LLC, Global Harmony LLC, Just Quality, LLC, Libra Wellness Center, LLC, Rombough Real Estate, Inc., and Zion Gardens LLC, (collectively the “ETW Plaintiffs”); Nevada Wellness Center, LLC, a Nevada limited liability company (“NWC”); Qualcan, LLC, a Nevada limited liability company (“Qualcan”) (collectively, “Settling Plaintiffs” or individually, a “Settling Plaintiff”); Lone Mountain Partners, LLC, a Nevada limited liability company (“Lone Mountain”); Nevada Organic Remedies, LLC, a Nevada limited liability company (“NOR”); Greenmart of Nevada NLV, LLC, a Nevada limited liability company (“GreenMart”); Helping Hands Wellness Center, Inc., a Nevada corporation (“Helping Hands”); CPCM Holdings, LLC, a Nevada limited liability company, Cheyenne Medical, LLC, a Nevada limited liability company, and Commerce Park Medical, LLC, a Nevada limited liability company (collectively “Thrive”); and the State of Nevada, Department of Taxation (“DOT”) (collectively “Settling Defendants” or individually, a “Settling Defendant”).

RECITALS

- A. LivFree, MM, ETW Plaintiffs, NWC, Qualcan, Lone Mountain, NOR, GreenMart, Helping Hands, Thrive, and the DOT (collectively the “Settling Parties” and individually, a “Settling Party”) are all parties to a consolidated lawsuit pending in the District Court, Clark County, Nevada, as Case No. A-19-787004-B (the “Lawsuit”).
- B. Within the Lawsuit there are claims and counterclaims relating to the disputes at issue in the Lawsuit (the “Disputes”).
- C. The parties want to compromise and settle the Disputes in the Lawsuit by dismissing the claims in the Lawsuit by and between the Settling Parties, each Settling Party to bear its own costs and attorneys’ fees, and to exchange mutual releases as provided in this Agreement.

NOW THEREFORE the Settling Parties agree:

DESCRIPTION OF TRANSFERS AND ISSUANCES OF LICENSES

1. The Settling Defendants hereby assign (subject to DOT and/or Cannabis Compliance Board (“CCB”) approval) all rights, interest and title in the various Nevada retail marijuana dispensary conditional licenses (the “Conditionally Approved Licenses”) to other entities as set forth below provided that each of the conditions set forth in this Agreement, including those set forth in Paragraphs 5-8 hereof, shall first be fulfilled:

- Lone Mountain hereby assigns 1 City of Las Vegas conditional license to Qualcan;
- Lone Mountain hereby assigns 1 Washoe County – City of Reno conditional license, 1 Lincoln County conditional license, 1 Esmerelda conditional license, and 1 Eureka County conditional license to ETW Plaintiffs;

- Helping Hands hereby assigns 1 Unincorporated Clark County conditional license to LivFree;
- NOR hereby assigns 1 Unincorporated Clark County conditional license to MM;
- NOR hereby assigns 1 Carson City conditional license to Qualcan;
- GreenMart hereby assigns 1 Unincorporated Clark County conditional license to NWC;
- Thrive hereby assigns 1 Clark County – City of Henderson conditional license (RD266) to ETW Management or a related-entity designee; and
- Lone Mountain hereby assigns 1 Douglas County conditional license to Thrive¹.

2. LivFree Henderson. To fully resolve the potential MM and LivFree appeals, the DOT and/or CCB agrees to issue a conditional Henderson license to LivFree and LivFree agrees that it will hold such license in abeyance (the “Limited Henderson License”) until such time as both of the following two conditions are satisfied and provided that no Settling Party has exercised the “put option” described below: (1) the Henderson moratorium and/or restriction on the opening of additional adult-use cannabis establishments (the “Henderson Moratorium”) is lifted; AND (2) the issuance of a final inspection certificate for this Henderson license does not require the DOT and/or CCB to exceed the current cap for Clark County licenses (presently 80 licenses) or any adjusted cap for Clark County licenses. Nothing herein shall be construed to excuse or eliminate any and all requirements or duties that LivFree is or maybe required to fulfill under state or local law pertaining to the Henderson conditional license in the event that conditions precedent 1 and 2 are fulfilled. Nothing in this Paragraph 2 shall prevent any Settling Parties issued conditional licenses in the City of Henderson from perfecting those conditional licenses if the Henderson Moratorium is lifted.

LivFree expressly does not commit to undertake any efforts to eliminate the existing Henderson Moratorium and, in fact, expressly reserves the right to undertake lobbying efforts to preserve any Henderson Moratorium, provided, however, that LivFree shall not seek any legal action to prevent the Henderson Moratorium from being lifted or seeking its continuance. Further, LivFree shall not engage in any tortious interference with any Settling Parties’ ability to perfect any Henderson license and/or to receive the issuance of a final inspection certificate from both the City of Henderson and the State of Nevada (CCB). LivFree agrees that the existing Henderson Moratorium applies to the Henderson conditional license issued to LivFree hereunder (but does not apply to LivFree’s existing operational Henderson dispensary license). To assist the DOT and/or CCB in reducing any potential issues with the current cap for Clark County licenses, LivFree agrees that, for a period of 5 years (the “Option Period”) following execution of this Agreement, it will pay \$250,000, or any other price on which the parties are able to agree, to purchase one Henderson conditional licenses. No such Settling Defendant shall have any obligation whatsoever to sell LivFree any such Henderson conditional licenses and nothing in this Agreement should be construed as any indication that the DOT and/or CCB is suggesting that any Settling Defendant should exercise this “put option.” However, LivFree agrees that any Settling Defendant, at their respective option (not obligation) and in their sole and unfettered discretion,

¹ Lone Mountain agrees that, subject to agreement to final terms by all parties to the Lawsuit, it will contribute its remaining Lander County, Mineral County, and White Pine County conditional licenses to a Global Settlement.

shall have a “put option” to sell to LivFree, and LivFree shall have the obligation to purchase, one such license from any Settling Defendant, whichever decides to exercise the option first (if at all), for \$250,000, or any other price on which the parties are able to agree, during the Option Period.

Nothing in this Paragraph 2 shall be construed to (a) prevent or limit any Settling Defendant’s ability to operate the conditional Henderson licenses during the Option Period, (b) prevent or limit any Settling Defendant’s ability to sell, assign, or otherwise transfer any Henderson conditional licenses during the Option Period to any other party at any time and upon any such terms as such Settling Defendant may agree, and (c) apply to any other licenses held by any affiliate of any Settling Defendant. Further, LivFree and DOT and/or CCB agree that the grant of any “put option” pursuant to this Paragraph 2 shall not constitute the creation of an “interest” (ownership or otherwise) in the Henderson conditional licenses for LivFree.

If LivFree acquires one of the conditional licenses through the exercise of the “put option”, LivFree agrees that it will surrender either the Limited Henderson License or the license acquired through the “put option” (at LivFree’s discretion to determine which of those options it will choose) to allow the DOT and/or CCB to reduce the existing or any future cap on total Clark County licenses. In no event shall LivFree have two additional Henderson conditional licenses by getting one directly or indirectly through this settlement (or any further settlement of the Lawsuit) and another through an exercise of the “put option”, in addition to the already existing LivFree Henderson license.

In the event that the pre-condition of lifting the Henderson moratorium occurs and LivFree is not able to exercise in good faith the “put option”, LivFree agrees to remain solely responsible for any and all local government and county approvals necessary for the CCB to reallocate a license which was not applied for during the September 2018 retail marijuana store competition.

3. All licensees described in this Agreement must be in good standing.
4. No license transfer pursuant to this Agreement can create a monopoly, as prohibited in NRS 678B.230 and NRS 678B.270.

DISSOLUTION OF BOND AND INJUNCTION

5. As a condition and term of this settlement, within 2 business days of the execution of this Agreement by all Parties, Settling Plaintiffs shall file a motion for a return of the cash bond that they have posted and seek an order shortening time. Contemporaneously, Settling Plaintiffs will withdraw the pending Motion for Case Terminating Sanctions filed against the DOT seeking to strike its Answer to the Lawsuit.

6. As a condition and term of this settlement, the CCB agrees to make a good faith effort to expedite and process GreenMart’s previously submitted Change of Ownership request for transfer of interests and/or ownership (“CHOW”).

7. As a condition and term of this settlement, DOT will notify the Court and will file an appropriate Motion on OST in the Lawsuit informing the Court that it has determined that Lone Mountain, NOR, GreenMart, and Helping Hands (each, a “Tier 3 Party”) have satisfied the DOT that each such Settling Defendant provided the information necessary in their respective applications to allow the DOT and/or CCB to conduct all necessary background checks and related actions and that Lone Mountain, NOR, GreenMart, and Helping Hands are being reassigned to Tier 2 status in the Lawsuit for purposes of the Preliminary Injunction or any other injunction that may be issued in the Lawsuit or any related proceedings. The Motion to be filed by DOT will

indicate the DOT's approval of the applications of the previously designated Tier 3 Defendant Intervenor and that final inspections may be completed for any establishments owned by Lone Mountain, NOR, GreenMart, and Helping Hands. All Parties will join in the DOT's Motion. The reassignment of the settling Tier 3 parties into Tier 2, is a material condition of this Agreement and a material condition and requirement for the assignments contained in Paragraph 1. In the event that a Tier 3 Party is prevented or precluded reassignment to Tier 2 or otherwise remains enjoined from perfecting its conditional licenses for any reason, whether by a court, another party to the Lawsuit, any third party, or otherwise, the assignments of conditional licenses identified in Paragraph 1 shall be void and of no effect, with title to the licenses identified in Paragraph 1 to remain with the transferring party and this Agreement shall be terminated without any further force or effect. In such instance, the DOT and/or CCB (or successor entity, as appropriate) and the proposed assignee shall perform all actions and execute all documents to ensure that such licenses remain with the affected transferring party.

TIMING OF TRANSFERS

8. As a condition and term of this settlement, after the conditions precedent in Paragraphs 5-7 are met, the CCB agrees to make a good faith effort to expedite any and all CHOW requests for the transfer of licenses from existing licensee to another existing licensee as set forth in Paragraph 1 above. The CCB agrees that it will make a good faith effort to expedite and process all CHOWs after submission thereof. For purposes of approving the transfers, LivFree, MM, ETW Plaintiffs, NWC, Qualcan, and Thrive were previously and are currently approved by the DOT as owners and operators of medical and retail marijuana dispensary licenses in the state of Nevada. In compliance with NRS/NAC 453D, these parties have operated retail marijuana dispensaries without any suspensions or revocations of those licenses. Any delays in approvals of the CHOWs due to no fault of transferor shall not be deemed a breach of this Agreement.

RELEASES AND DISMISSALS

9. As a condition and term of this settlement, within two business days after the conditions precedent in Paragraphs 5-8 are met, the parties will execute mutual releases in the form attached hereto as Exhibit B, with each party to bear its own costs and attorneys' fees.

10. As a condition and term of this settlement, within two business days after the conditions precedent in Paragraphs 5-8 are met, Settling Plaintiffs shall move to dismiss any and all claims in the cases listed below (the "Dismissed Claims"):

- a. MM Development/LivFree action (Case No. A-18-785818-W);²
- b. In Re: DOT Litigation (A-19-787004-B);
- c. Nevada Wellness Center action (A-19-787540-W);³
- d. Qualcan action (A-19-801416-B).

Settling Plaintiffs will dismiss the Dismissed Claims with prejudice against each Settling Party hereto, as applicable, and without costs or fees to or from any such Settling Party, Settling

² However, MM will not dismiss its counterclaims against D.H. Flamingo in the associated cases.

³ NWC's claims against Defendant Jorge Pupo will remain and not be dismissed as a result of this settlement.

Defendants reserve their rights to seek fees and costs from any Non-Settling Plaintiff (as defined below) in the Lawsuit.

11. LivFree/MM agree to stipulate with the DOT to dismiss the pending writ petition regarding the cell phone of Rino Tenorio (Supreme Court Case No. 79825).

12. MM Development, Nevada Wellness Center, and Liv Free agree to relinquish any and all administrative appeals to DOT and CCB which they may have or have arising out of the September 2018 retail marijuana store competition.

CONTINUED PARTICIPATION BY SETTLING PLAINTIFFS

13. Further, upon the execution of this Agreement, the Settling Plaintiffs will file a Motion to Intervene as Defendants/Intervenors in the Lawsuit and participate in the Lawsuit in good faith and shall use best efforts to defend against the Lawsuit.

14. If any Settling Party settles any other matter related to the Lawsuit (each, a “Future Settlement”), every other Settling Party shall be included as released parties in such Future Settlement on the same release terms and conditions as set forth herein; provided, however, that any Settling Party receiving such release shall bear its own costs and attorneys’ fees with respect thereto as provided in this Agreement.

ADDITIONAL TERMS RELATING TO LICENSES AND TRANSFERS

15. As a condition and term of this settlement, the CCB agrees to make a good faith effort to expedite and process:

- a. a CHOW to be filed by Helping Hands;
- b. any CHOW submitted by NOR with respect to its licenses as the expedited handling of such CHOW requests may be necessary under the pending Companies’ Creditors Arrangement Act proceeding involving NOR’s parent company;
- c. a CHOW to be submitted by Lone Mountain; and
- d. any CHOW to be submitted by MM with respect to the transfer of cultivation and production licenses (medical and recreational) from West Coast Development Nevada, LLC.

16. DOT and/or CCB further agrees to perform final inspections on an expedited time period – within 5 business days of the request for inspection – for the new locations for the conditional licenses for the NOR proposed dispensary in Reno, NV and the MM proposed dispensary in Unincorporated Clark County, and any and all of Thrive’s conditional licenses to be designated by Thrive.

17. DOT and/or CCB agrees to, in good faith, expedite the processing of Thrive’s pending Change of Location Request for its Unincorporated Clark County license (RD263).

18. DOT and/or CCB agrees that all parties to this Agreement shall receive a fourteen (14)-month extension of the current deadline of December 5, 2020 to February 5, 2022, for conditional licensees to obtain final inspections and approval from DOT and/or CCB on any and all conditional licenses received and that comparable extensions shall be extended to other parties that settle claims in this Lawsuit with the DOT and/or CCB. Notwithstanding the foregoing, for any jurisdiction that currently has a moratorium on new adult-use cannabis establishments (including

but not limited to the City of Henderson, Douglas County, and the City of Reno), DOT and/or CCB agrees to extend the deadline for any Settling Party to obtain final inspections and approval from DOT and/or CCB on any and all conditional licenses in such jurisdiction for a period of fourteen (14) months after the date any moratorium is lifted in such jurisdiction.

19. LivFree agrees to reimburse Helping Hands for its expenses, through January 31, 2020 totaling \$890,000, related to building out the designated location at 8605 S. Eastern Ave., Las Vegas, NV 89123 for the Unincorporated Clark County license. Payment of the \$890,000 by LivFree is contingent upon approval of a special use permit ("SUP") for this location by the Clark County Commission and will be made no later than 10 business days after final approval of the SUP. LivFree will submit the application for the SUP in good faith no later than forty-five (45) days following the Effective Date or 45 days after the conclusion of trial, whichever is later. Helping Hands makes no representations or warranties regarding the SUP for the Eastern location. If Clark County does not approve the SUP for such location on or before March 31, 2021, LivFree may request a SUP at a different location and would not be required to pay Helping Hands \$890,000.

20. LivFree agrees to assume the lease, attached hereto as Exhibit A, for the premises located at 8605 S. Eastern Ave., Las Vegas, NV 89123 upon receipt of an estoppel certificate executed by the landlord. Assumption of the lease by LivFree is contingent upon approval of a SUP for this location by the Clark County Commission and will be made no later than 10 business days after final approval of the SUP. Helping Hands will remain liable for lease payments until LivFree assumes the lease and LivFree will have no liability on the lease if the SUP is not approved.

21. LivFree agrees to pay to Thrive the amount of \$400,000 and Helping Hands agrees to pay to Thrive the amount of \$100,000 upon approval of the transfer of the Thrive conditional license as set forth in paragraph 1 of this Agreement. LivFree and Helping Hands agree to cooperate with Thrive to report the payment set out in this Paragraph in the most tax-advantaged way to Thrive and its affiliates.

REPRESENTATIONS AND WARRANTIES

22. In the event that the DOT is no longer responsible for performing any of the conditions and/or requirements in this Agreement, then the entity that is responsible for performing such duties (e.g., the CCB or any related entity) shall be subject to the conditions and requirements provided in this Agreement. The State of Nevada, DOT represents and warrants that it has authority to sign this Agreement and bind the CCB.

23. Lone Mountain represents and warrants that it has full and complete control to assign the conditional licenses it was awarded, that there are no ownership disputes and Lone Mountain shall indemnify, defend and hold settling parties harmless from any and all costs, damages, fees (including attorneys' fees) or liability claimed by the entity claiming an ownership interest in the Lone Mountain conditional licenses being transferred for only up to the time when the license transfer is completed. Lone Mountain is not responsible for securing any ownership transfer approvals from the DOT or CCB for any license Lone Mountain transfers hereunder. The designated assignee of the Lone Mountain conditional license will be responsible for all costs associated with the ownership transfer applications with the state and any local jurisdiction (including any costs incurred by Lone Mountain). Nothing contained herein shall limit, waive, or revoke the DOT's or CCB's rights, powers, or duties under Nevada Administrative Code 453D.312.

24. NOR represents and warrants that it has full and complete control to assign the conditional licenses it was awarded, that there are no ownership disputes or any persons claiming to have an interest in the conditional license being transferred and NOR shall indemnify, defend and hold settling parties harmless from any and all costs, damages, fees (including attorneys' fees) or liability claimed by any person or entity claiming an ownership interest in any of the NOR conditional licenses. NOR is not responsible for securing any ownership transfer approvals from the DOT or CCB for any license NOR transfers hereunder. The designated plaintiff assignee of any NOR conditional license will be responsible for all costs associated with the ownership transfer applications with the state and any local jurisdiction (including any costs incurred by NOR). NOR represents and warrants that any pending legal proceedings involving its Parent Company in Canada do not affect its ability to transfer the above licenses. Nothing contained herein shall limit, waive, or revoke the DOT's or CCB's rights, powers, or duties under Nevada Administrative Code 453D.312.

25. GreenMart represents and warrants that it has full and complete control to assign the conditional licenses it was awarded, that there are no ownership disputes and GreenMart shall indemnify, defend and hold the Settling Party to which GreenMart's Clark County license is transferred hereunder (i.e., NWC) harmless from any and all costs, damages, fees (including attorneys' fees) or liability claimed by the entity claiming an ownership interest in the Greenmart conditional licenses being transferred for only up to the time when the license transfer is completed. GreenMart is not responsible for securing any ownership transfer approvals from the DOT or CCB for any license GreenMart transfers hereunder. The designated plaintiff assignee of the GreenMart conditional license will be responsible for all costs associated with the ownership transfer applications with the state and any local jurisdiction (including any costs incurred by GreenMart). Nothing contained herein shall limit, waive, or revoke the DOT's or CCB's rights, powers, or duties under Nevada Administrative Code 453D.312.

26. Helping Hands represents and warrants that it has full and complete control to assign the conditional licenses it was awarded, that there are no ownership disputes or any persons claiming to have an interest in the conditional license being transferred and Helping Hands shall indemnify, defend and hold settling parties harmless from any and all costs, damages, fees (including attorneys' fees) or liability claimed by any person or entity claiming an ownership interest in any of the Helping Hands conditional licenses. Nothing contained herein shall limit, waive, or revoke the DOT's or CCB's rights, powers, or duties under Nevada Administrative Code 453D.312.

27. Thrive represents and warrants that it has full and complete control to assign the conditional license it was awarded, that there are no ownership disputes and Thrive shall indemnify, defend and hold settling parties harmless from any and all costs, damages, fees (including attorneys' fees) or liability claimed by the entity claiming an ownership interest in the Thrive conditional license being transferred for only up to the time when the license transfer is completed. Nothing contained herein shall limit, waive, or revoke the DOT's or CCB's rights, powers, or duties under Nevada Administrative Code 453D.312.

28. Each of the Settling Parties hereto represent and warrant that they have had an adequate opportunity to seek and receive legal advice and counsel from an attorney of their choice regarding the content and effect of this Agreement, have actually received such counsel and advice as they deem prudent to receive in these circumstances, have read this Agreement in its entirety, understand all provisions of this Agreement and their import and effect, and enter into and execute this Agreement freely and voluntarily.

29. Each of the Settling Parties warrant and represent there are no other agreements made between any Settling Plaintiffs and any Settling Defendants involving conditions related to the transfer of any conditional licenses or related to any marijuana consumption lounges in the State of Nevada.

OTHER TERMS

30. The CCB agrees to recommend an industry funded study to the Cannabis Advisory Commission, a duly authorized public body pursuant to NRS 678A.300 and NRS 678A.310, to gather information and make recommendations to the CCB on the following matters: (1) what are reasonable additional actions, if any, can be taken to deter black-market sales; (2) analysis of adequacy of number and commercial need for additional marijuana licenses, if any, to serve the citizens of Nevada, including consideration of minority access to licensure, (3) recommendations of changes, if any, relating to state and local fees and taxation of the marijuana industry, and (4) analysis of adequacy of safeguards to protect minors.

31. Purpose of Compromise and Settlement. The parties have each entered into this Agreement solely for the purpose of settling and compromising the Disputes and the Lawsuit and nothing contained in this Agreement or its performance shall be deemed to be an admission or acknowledgment of: liability, the existence of damages or the amount of any damages relating to the Disputes or the Lawsuit.

32. Non-Participating Party Procedure: The Settling Parties agree to cooperate to obtain final resolution of Lawsuit (“Global Settlement”) consistent with this Agreement.

33. Non-Transferability. For a period of 2 years from July 1, 2020, no license transferred to a Settling Plaintiff herein may be transferred to any entity without prior written approval of the party giving up the designated license in this Agreement. This prohibition on transfers shall not apply to good faith corporate mergers, buyouts and/or acquisitions, which shall not be utilized for purposes of circumventing this paragraph. For this same period of time, LivFree and MM or related entities will not obtain ownership of any GreenMart licenses transferred herein. This non-transferability provision shall not be circumvented by, including but not limited to, any consulting, management or licensing/IP agreement, or by other means. Specifically excepted from this prohibition is a transfer from a Settling Party to an additional plaintiff in the Lawsuit (“a Non-settling Plaintiff”) provided that any such transfer is only utilized towards a global or more inclusive resolution of the Lawsuit (e.g., a transfer of a rural license from an ETW Plaintiff to a Non-settling plaintiffs such as Rural Remedies if Rural Remedies and NWC give complete releases approved by the State), subject to the consent of the Settling Defendant who transferred the license pursuant to this Agreement, which shall not be unreasonably withheld.

34. Cooperation & Non-Interference. The parties agree that they will not use or refer to the Lawsuit as part of any interactions with or lobbying efforts to any governmental agency to prevent any other party from obtaining local government approval and/or from obtaining an approval at final inspection for the licenses retained by any party or assigned to any party, including but limited to a party seeking an extension or trying to secure additional time to obtain and SUP from a local jurisdiction.

Despite the assignment of rural county licenses to certain Settling Parties, all parties hereto expressly reserve their right to vigorously oppose any legislative action regarding the relocation of such licenses to different jurisdictions. MM, LivFree, Qualcan, Thrive, and others have

expressly informed the Settling Parties that they are vehemently opposed to any such transfer. In the event of such transfer, MM, LivFree, Qualcan, Thrive and others expressly reserve their rights to file a declaratory relief action to prevent such relocation and/or seek other appropriate legal remedies.

35. Location of Adult-Use Establishments. The Parties agree that the physical address of any adult-use cannabis establishment utilizing any of the conditional licenses transferred pursuant to Paragraph 1 of this Agreement may not be within 1,500 feet of any adult-use cannabis establishment that existed as of the Effective Date of this Agreement. Nothing in this paragraph applies to any other licenses held by any parties or any entity that already has a special use permit.

GENERAL PROVISIONS

36. No Wrongdoing. The Parties acknowledge that this Agreement is entered into solely for the purpose of compromising disputed claims and avoiding the time and expense of litigation. It is expressly understood and agreed that this Agreement represents the settlement of disputed claims and nothing contained in this Agreement shall constitute or be treated as an admission of any wrongdoing or liability on the part of any Party hereto.

37. Enforcement. In the event of the breach of this Agreement by any party, the remedies of the non-breaching parties shall be limited to enforcement of this Agreement for breach of this Agreement.

38. Mediation. If any of the Parties breaches or terminates this Agreement but one of the other Parties disputes the basis for that breach or termination, the Parties agree that in the first instance, they shall attempt to resolve such dispute through mediation with the Honorable Jennifer Togliatti (Retired) at Advanced Resolution Management ("ARM") (or, if she is not available, a mediator agreed upon by the Parties).

This Agreement to mediate all disputes applies even if some person or entity claims that this Agreement is void, voidable or unenforceable for any reason.

39. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, successors and assigns. With this Agreement requiring approval of the Nevada Tax Commission, the binding effect of this Agreement specifically includes the CCB as successor to the DOT in its capacity as regulator of the marijuana program in the State of Nevada. Except as specifically provided in prior paragraphs of this Agreement, this Agreement is not intended to create, and shall not create, any rights in any person who is not a party to this Agreement.

40. Entire Agreement. This Agreement contains the entire agreement between the parties and may not be changed or terminated orally but only by a written instrument executed by the parties after the date of this Agreement.

41. Construction. The terms and conditions of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. The parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their attorneys and that any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, including its exhibits or any amendments.

42. Partial Invalidity. Except with respect to Paragraph 7, if any term of this Agreement or the application of any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement, and all of its applications, not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way.

43. Attorneys' Fees. In any action or proceeding to enforce the terms of this Agreement or to redress any violation of this Agreement, the prevailing party shall be entitled to recover as damages its attorneys' fees and costs incurred, including but not limited to mediation fees, whether or not the action is reduced to judgment. For the purposes of this provision, the "prevailing party" shall be that party who has been successful with regard to the main issue, even if that party did not prevail on all the issues.

44. Governing Law and Forum. The laws of the State of Nevada applicable to contracts made or to be wholly performed there (without giving effect to choice of law or conflict of law principles) shall govern the validity, construction, performance and effect of this Agreement. Any lawsuit to interpret or enforce the terms of this Agreement shall be brought in a court of competent jurisdiction in Clark County, Nevada. The Parties acknowledge the matters involved in the Lawsuit and this Agreement may involve conduct and concepts in violation of Federal law regardless of compliance with applicable State law. The Parties expressly waive the defense of illegality under the Federal Controlled Substances Act.

45. Necessary Action. Each of the Settling Parties shall do any act or thing and execute any or all documents or instruments necessary or proper to effectuate the provisions and intent of this Agreement.

46. Counterparts. This Agreement may be executed in any number of counterparts, each of which when duly executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures, and may be attached to another counterpart, identical in form, but having attached to it one or more additional signature pages. This Agreement may be executed by signatures provided by electronic facsimile transmission (also known as "Fax" copies), or by electronic signature, which signatures shall be as binding and effective as original signatures.

47. Notices. Any and all notices and demands by or from any party required or desired to be given under this Agreement shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served by registered or certified mail in the manner provided, service shall be conclusively deemed given upon receipt or attempted delivery, whichever is sooner.

48. Miscellaneous. The headers or captions appearing at the commencement of the paragraph of this Agreement are descriptive only and for convenience in reference to this Agreement and shall not define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

Masculine or feminine pronouns shall be substituted for the neuter form and vice versa and the plural shall be substituted for the singular form and vice versa in any place or places in this Agreement in which the context requires such substitution or substitutions, and references to "or"

7/28/2020

are used in the inclusive sense of “and/or”.

[Signatures on following pages]


7/27/2020

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.



<p>LIVFREE WELLNESS, LLC</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>Will Kemp</u></p> <p>Title: <u>Attorney-In-Fact</u></p>	<p>MM DEVELOPMENT COMPANY, INC.</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>
<p>ETW MANAGEMENT GROUP LLC</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>Adam K Bult</u></p> <p>Title: <u>owner</u></p>	<p>GLOBAL HARMONY LLC</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>Adam K Bult</u></p> <p>Title: <u>owner</u></p>
<p>ZION GARDENS LLC</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>Adam K Bult</u></p> <p>Title: <u>owner</u></p>	<p>JUST QUALITY, LLC</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>Adam K Bult</u></p> <p>Title: <u>owner</u></p>
<p>LIBRA WELLNESS CENTER, LLC</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>Adam K Bult</u></p> <p>Title: <u>owner</u></p>	<p>ROMBOUGH REAL ESTATE, INC.</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>Adam K Bult</u></p> <p>Title: <u>owner</u></p>

7/27/2020


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

<p>LIVFREE WELLNESS, LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>	<p>MM DEVELOPMENT COMPANY, INC.</p> <p>By:  _____</p> <p>Print Name: <u>Leighton Koehler</u></p> <p>Title: <u>General Counsel</u></p>
<p>ETW MANAGEMENT GROUP LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>	<p>GLOBAL HARMONY LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>
<p>ZION GARDENS LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>	<p>JUST QUALITY, LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>
<p>LIBRA WELLNESS CENTER, LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>	<p>ROMBOUGH REAL ESTATE, INC.</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>

7/27/2020


NEVADA WELLNESS CENTER, LLC By: <u></u> Print Name: <u>Theodore Pantazis</u> Title: <u>ATTY</u>	QUALCAN, LLC By: <u></u> Print Name: <u>Peter S. Christensen</u> Title: <u>Attorney</u>
LONE MOUNTAIN PARTNERS, LLC By: _____ Print Name: _____ Title: _____	NEVADA ORGANIC REMEDIES, LLC By: _____ Print Name: _____ Title: _____
GREENMART OF NEVADA NLV, LLC By: _____ Print Name: _____ Title: _____	HELPING HANDS WELLNESS CENTER, INC. By: _____ Print Name: _____ Title: _____
	CPCM Holdings, LLC, CHEYENNE MEDICAL, LLC, and COMMERCE PARK MEDICAL, LLC By: _____ Print Name: _____ Title: _____

7/28/2020

NEVADA WELLNESS CENTER, LLC By: _____ Print Name: _____ Title: _____	QUALCAN, LLC By: _____ Print Name: _____ Title: _____
LONE MOUNTAIN PARTNERS, LLC By:  _____ Print Name: <u>George Archos</u> Title: <u>Manager</u>	NEVADA ORGANIC REMEDIES, LLC By: _____ Print Name: _____ Title: _____
GREENMART OF NEVADA NLV, LLC By: _____ Print Name: _____ Title: _____	HELPING HANDS WELLNESS CENTER, INC. By: _____ Print Name: _____ Title: _____
	CPCM Holdings, LLC, CHEYENNE MEDICAL, LLC, and COMMERCE PARK MEDICAL, LLC By: _____ Print Name: _____ Title: _____

NEVADA WELLNESS CENTER, LLC By: _____ Print Name: _____ Title: _____	QUALCAN, LLC By: _____ Print Name: _____ Title: _____
LONE MOUNTAIN PARTNERS, LLC By: _____ Print Name: _____ Title: _____	NEVADA ORGANIC REMEDIES, LLC By: <u>Raymond C. Whitaker III</u> Print Name: <u>Raymond C. Whitaker III</u> Title: <u>Authorized Person</u>
GREENMART OF NEVADA NLV, LLC By: _____ Print Name: _____ Title: _____	HELPING HANDS WELLNESS CENTER, INC. By: _____ Print Name: _____ Title: _____
	CPCM Holdings, LLC, CHEYENNE MEDICAL, LLC, and COMMERCE PARK MEDICAL, LLC By: _____ Print Name: _____ Title: _____

7/27/2020

NEVADA WELLNESS CENTER, LLC By: _____ Print Name: _____ Title: _____	QUALCAN, LLC By: _____ Print Name: _____ Title: _____
LONE MOUNTAIN PARTNERS, LLC By: _____ Print Name: _____ Title: _____	NEVADA ORGANIC REMEDIES, LLC By: _____ Print Name: _____ Title: _____
GREENMART OF NEVADA NLV, LLC By:  _____ Print Name: Elizabeth Stavola Title: Manager	HELPING HANDS WELLNESS CENTER, INC. By: _____ Print Name: _____ Title: _____
	CPCM Holdings, LLC, CHEYENNE MEDICAL, LLC, and COMMERCE PARK MEDICAL, LLC By: _____ Print Name: _____ Title: _____

7/27/2020

NEVADA WELLNESS CENTER, LLC By: _____ Print Name: _____ Title: _____	QUALCAN, LLC By: _____ Print Name: _____ Title: _____
LONE MOUNTAIN PARTNERS, LLC By: _____ Print Name: _____ Title: _____	NEVADA ORGANIC REMEDIES, LLC By: _____ Print Name: _____ Title: _____
GREENMART OF NEVADA NLV, LLC By: _____ Print Name: _____ Title: _____	HELPING HANDS WELLNESS CENTER, INC. By: <u>Mares J</u> Print Name: <u>Kearis Terrazas</u> Title: <u>President</u>
	CPCM Holdings, LLC, CHEYENNE MEDICAL, LLC, and COMMERCE PARK MEDICAL, LLC By: _____ Print Name: _____ Title: _____

7/28/2020

NEVADA WELLNESS CENTER, LLC By: _____ Print Name: _____ Title: _____	QUALCAN, LLC By: _____ Print Name: _____ Title: _____
LONE MOUNTAIN PARTNERS, LLC By: _____ Print Name: _____ Title: _____	NEVADA ORGANIC REMEDIES, LLC By: _____ Print Name: _____ Title: _____
GREENMART OF NEVADA NLV, LLC By: _____ Print Name: _____ Title: _____	HELPING HANDS WELLNESS CENTER, INC. By: _____ Print Name: _____ Title: _____
	CPCM Holdings, LLC, CHEYENNE MEDICAL, LLC, and COMMERCE PARK MEDICAL, LLC By:  _____ Print Name: _____ Title: _____



7/28/2020

STATE OF NEVADA, DEPARTMENT OF
TAXATION

By: Melanie Y

Print Name: Melanie Young

Title: Executive Director

EXHIBIT J

EXHIBIT J

DOT/CCB000243

A-19-787004-B

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

October 15, 2020

A-19-787004-B In Re: D.O.T. Litigation

October 15, 2020 3:00 AM All Pending Motions

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** Chambers

COURT CLERK: Dulce Romea

PARTIES None. Minute order only - no hearing held.
PRESENT:

JOURNAL ENTRIES

- TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW AND PERMANENT INJUNCTION...
...CLARK NATURAL MEDICINAL SOLUTIONS LLC, NYE NATURAL MEDICINAL SOLUTIONS LLC CLARK NMSD LLC AND INYO FINE CANNABIS DISPENSARY L.L.C.'S JOINDER TO NEVADA WELLNESS CENTER'S MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW AND PERMANENT INJUNCTION...
...RURAL REMEDIES LLC'S JOINDER IN TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT AND CONCLUSIONS OF LAW AND PERMANENT INJUNCTION...
...HERBAL CHOICE, INC.'S JOINDER TO TGIG'S MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW AND PERMANENT INJUNCTION...
...PLAINTIFFS GREEN LEAF FARMS HOLDINGS LLC, GREEN THERAPEUTICS LLC, NEVCANN LLC AND RED EARTH LLC'S JOINDER TO TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW AND PERMANENT INJUNCTION...
...CIRCLE S FARMS LLC'S JOINDER TO OPPOSITIONS TO TGIG PLAINTIFFS MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW AND PERMANENT INJUNCTION...
...WELLNESS CONNECTION OF NEVADA, LLC'S RESPONSE TO TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW AND PERMANENT INJUNCTION; AND COUNTERMOTION TO CLARIFY AND/OR FOR ADDITIONAL FINDINGS

Matters ADVANCED from October 16, 2020.

The Court having reviewed the Motion to Amend, the countermotion and the related briefing and being fully informed, denies both motions but clarifies as follows:

PRINT DATE: 10/15/2020

Page 1 of 2

Minutes Date: October 15, 2020

DOT/CCB000244

The order (and its analysis) applies to all Plaintiffs whether settled or not.

There is no need for the Court to specifically identify the entities as the State is the one enjoined not any of the applicants (whether settled or not).

Counsel for the State is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and argument. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order.

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 10-15-20

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN RE: D.O.T. LITIGATION

TGIG, LLC; NEVADA HOLISITIC
MEDICINE, LLC; GBS NEVADA
PARTNERS, LLC; FIDELIS HOLDINGS,
LLC; GRAVITAS NEVADA, LLC;
NEVADA PURE, LLC; MEDIFARM, LLC;
MEDIFARM IV LLC; THC NEVADA, LLC;
HERBAL CHOICE, INC.; RED EARTH LLC;
NEVCANN LLC, GREEN THERAPEUTICS
LLC; AND GREAN LEAF FARMS
HOLDINGS LLC,

Appellants,

vs.

THE STATE OF NEVADA, ON RELATION
OF ITS DEPARTMENT OF TAXATION,

Respondent.

Supreme Court Case No.: 82014

District Court Case No.: A787004

Electronically Filed
Dec 23, 2021 8:36 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

PLAINTIFFS' JOINT APPENDIX

VOLUME 341 OF 343

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Chronological by Date Filed¹

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3	COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	1	12/19/2018	000026-000036
4	COMPLAINT	1	1/4/2019	000037-000053
5	COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS AND PROHIBITION	1	1/4/2019	000054-000078
6	COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	1	1/16/2019	000079-000092
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10	ANSWER TO AMENDED COMPLAINT	2	4/10/2019	000224-000236
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12	CLEAR RIVER, LLC'S ANSWER TO PLAINTIFFS' COMPLAINT	2	5/7/2019	000252-000269
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¹ Pursuant to NRAP 30(c)(1), “[t]ranscripts that are included in the appendix shall be placed in chronological order by date of the hearing or trial.” Accordingly, the controlling date for the placement of a transcript in this appendix is the hearing date, not the date the transcript was filed with the district court.

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124	CIRCLE S FARMS LLC'S ANSWER TO RURAL REMEDIES, LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	55	2/18/2020	006877-006884
125	ANSWER TO RURAL REMEDIES, LLC'S COMPLAINT IN INTERVENTION	55	2/18/2020	006885-006910
126	GREENMART OF NEVADA NLV LLC'S ANSWER TO DEFENDANT RURAL REMEDIES, LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	55	2/18/2020	006911-006921
127	MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC ANSWER TO RURAL REMEDIES, LLC'S COMPLAINT IN INTERVENTION	55	2/18/2020	006922-006935
128	ORDER GRANTING IN PART AND DENYING IN PART THE DEPARTMENT OF TAXATION'S MOTIONS FOR PROTECTIVE ORDER ON ORDER SHORTENING TIME	55	2/19/2020	006936-006941

129	CIRCLE S FARMS LLC'S ANSWER TO STRIVE WELLNESS OF NEVADA LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	55	2/20/2020	006942-006949
130	NOTICE OF FILING OF EMERGENCY PETITION FOR WRIT OF MANDAMUS OR PROHIBITION UNDER NRAP 21(a)6)	55	2/21/2020	006950-006951
131	DEFENDANT DEEP ROOTS MEDICAL LLC'S ANSWER TO STRIVE WELLNESS OF NEVADA LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND/OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	55	2/25/2020	006952-006958
132	GREENMART OF NEVADA NLV LLC'S ANSWER TO QUALCAN LLC'S SECOND AMENDED COMPLAINT	55	2/25/2020	006959-006970
133	NEVADA WELLNESS CENTER, LLC'S ANSWER TO DEFENDANT RURAL REMEDIES, LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	55	2/26/2020	006971-006983
134	GREENMART OF NEVADA NLV LLC'S MOTION TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	55	2/28/2020	006984-006987
135	MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC ANSWER TO NATURAL MEDICINE, LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	56	2/28/2020	006988-007000
136	NEVADA WELLNESS CENTER, LLC'S ANSWER TO DEFENDANT/RESPONDENT STRIVE WELLNESS OF NEVADA LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND/OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	56	2/28/2020	007001-007012

137	GREENMART OF NEVADA NLV LLC'S ANSWER TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	56	3/6/2020	007013-007024
138	GREENMART OF NEVADA NLV LLC'S ANSWER TO STRIVE WELLNESS OF NEVADA LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	56	3/6/2020	007025-007036
139	QUALCAN, LLC'S PETITION FOR WRIT OF MANDAMUS	56	3/13/2020	007037-007057
140	PLAINTIFF NEVADA WELLNESS CENTER, LLC'S MOTION TO COMPEL GREENMART OF NEVADA, LLC TO PRODUCE KENNETH LEE AND HAE LEE FOR DEPOSITION ON ORDER SHORTENING TIME	56	3/16/2020	007058-007074
141	GREENMART OF NEVADA NLV LLC'S OPPOSITION TO NEVADA WELLNESS CENTER, LLC'S MOTION TO COMPEL GREENMART TO ALSO PRODUCE KENNETH LEE AND HAE LEE FOR DEPOSITION	56	3/18/2020	007075-007080
142	NEVADA WELLNESS CENTER, LLC'S JOINDER TO ETW PLAINTIFFS' MOTION TO COMPEL PRIVILEGE LOGS	56	3/20/2020	007081-007083
143	NEVADA WELLNESS CENTER, LLC'S JOINDER TO ETW PLAINTIFFS' MOTION TO COMPEL	56	3/20/2020	007084-007086
144	GREENMART OF NEVADA NLV LLC'S RESPONSE IN OPPOSITION TO QUALCAN, LLC'S PETITION FOR WRIT OF MANDAMUS	56	3/23/2020	007087-007095
145	CLEAR RIVER, LLC'S OPPOSITION TO QUALCAN, LLC'S PETITION FOR WRIT OF MANDAMUS ON ORDER SHORTENING TIME	56	3/27/2020	007096-007099
146	NEVADA ORGANIC REMEDIES, LLC'S OPPOSITION TO QUALCAN'S PETITION FOR WRIT OF MANDAMUS	56	3/27/2020	007100-007143
147	PLAINTIFF NEVADA WELLNESS CENTER, LLC'S OPPOSITION TO QUALCAN, LLC'S PETITION FOR WRIT OF MANDAMUS	57	3/27/2020	007144-007175
148	DEPARTMENT OF TAXATION'S OPPOSITION TO QUALCAN, LLC'S PETITION FOR WRIT OF MANDAMUS	57	3/27/2020	007176-007182

149	THE ESSENCE ENTITIES' OPPOSITION TO ETW PLAINTIFFS' 1) MOTION TO COMPEL AND 2) MOTION TO COMPEL PRIVILEGE LOGS	57	3/27/2020	007183-007293
150	CLEAR RIVER, LLC'S OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL PRIVILEGE LOGS AND COUNTER MOTION FOR SANCTIONS PURSUANT TO NRCP 37	57	3/30/2020	007294-007310
151	CLEAR RIVER, LLC'S OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL SUPPLEMENTAL RESPONSES	58	3/30/2020	007311-007329
152	ORDER DENYING DEFENDANT JORGE PUPO'S MOTION TO DISMISS	58	3/30/2020	007330-007332
153	GREENMART OF NEVADA NLV LLC'S OPPOSITION TO ETW PLAINTIFFS' MOTION TO COMPEL PRIVILEGE LOGS	58	4/3/2020	007333-007336
154	GREENMART OF NEVADA NLV LLC'S OPPOSITION TO ETW PLAINTIFFS' MOTION TO COMPEL	58	4/3/2020	007337-007346
155	DEPARTMENT OF TAXATION'S ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	58	4/8/2020	007347-007360
156	NEVADA WELLNESS CENTER, LLC'S ANSWER TO DEFENDANT RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	58	4/8/2020	007361-007373
157	CIRCLE S FARMS LLC'S ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	58	4/9/2020	007374-007381
158	CLEAR RIVER, LLC'S OPPOSITION TO PLAINTIFF NEVADA WELLNESS CENTER, LLC'S MOTION TO COMPEL CLEAR RIVER, LLC TO PRODUCE ADDITIONAL DOCUMENTS ON ORDER SHORTENING TIME	58	4/9/2020	007382-007395

159	NOTICE OF ENTRY OF ORDER DENYING MM DEVELOPMENT COMPANY, INC.'S MOTION TO STRIKE AND-OR DISMISS D.H. FLAMINGO, INC.'S COUNTERCLAIM	58	4/9/2020	007396-007400
160	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S MOTION TO DISMISS 1) NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS;(2) STRIVE WELLNESS' COMPLAINT; (3) RURAL REMEDIES AMENDED COMPLAINT; (4) QUALCAN'S AMENDED COMPLAINT; (5) HIGH SIERRA HOLISTICS COMPLAINT AND (6) NATURAL MEDICINE'S COMPLAINT FOR FAILING TO COMPLY WITH NRS 233B.130(2)(D)	59 thru 60	4/14/2020	007401-007717
161	DEFENDANT PUPO'S ANSWER TO RURAL REMEDIES' AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	61	4/14/2020	007718-007730
162	THRIVE'S SUPPLEMENTAL BRIEF IN SUPPORT OF OPPOSITION TO ETW MANAGEMENT GROUP LLC; ET AL.'S MOTION TO COMPEL	61	4/14/2020	007731-007792
163	MINUTE ORDER CLEAR RIVER'S REQUEST FOR OST ON MOTION TO DISMISS	61	4/15/2020	007793-007793
164	DEPARTMENT OF TAXATION'S ANSWER TO ETW MANAGEMENT GROUP LLC PARTIES' THIRD AMENDED COMPLAINT	61	4/20/2020	007794-007810
165	DEPARTMENT OF TAXATION'S ANSWER TO NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	61	4/20/2020	007811-007845
166	DEPARTMENT OF TAXATION'S ANSWER TO QUALCAN'S SECOND A MENDED COMPLAINT	61	4/20/2020	007846-007862
167	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO ETW PLAINTIFFS' THIRD AMENDED COMPLAINT	62	4/21/2020	007863-007893

168	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	62	4/21/2020	007894-007913
169	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO TGIG PLAINTIFFS' SECOND AMENDED COMPLAINT	62	4/21/2020	007914-007935
170	ORDER GRANTING PLAINTIFF NEVADA WELLNESS CENTER, LLC'S MOTION TO COMPEL CLEAR RIVER, LLC TO PRODUCE ADDITIONAL DOCUMENTS ON ORDER SHORTENING TIME	62	4/21/2020	007936-007939
171	ORDER DENYING LONE MOUNTAIN PARTNER'S MOTION TO DISMISS SECOND AMENDED COMPLAINT	62	5/5/2020	007940-007941
172	DEPARTMENT OF TAXATION'S INDEX OF EXHIBITS IN SUPPORT OF ITS OPPOSITION TO NEVADA WELLNESS CENTER, LLC'S MOTION TO STRIKE CERTAIN DEFENSES IN DEPARTMENT OF TAXATION'S ANSWER TO SECOND AMENDED COMPLAINT	63 thru 64	5/11/2020	007942-008232
173	DEPARTMENT OF TAXATION'S OPPOSITION TO NEVADA WELLNESS CENTER, LLC'S MOTION TO STRIKE CERTAIN DEFENSES IN DEPARTMENT OF TAXATION'S ANSWER TO SECOND AMENDED COMPLAINT	65	5/11/2020	008233-008241
174	DEPARTMENT OF TAXATION'S NOTICE OF SUPPLEMENTAL AUTHORITY	65	5/12/2020	008242-008252
175	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	65	5/21/2020	008253-008302
176	HEARING ON MOTIONS FOR SUMMARY JUDGMENT OR WRIT OF MANDAMUS AND MOTION TO EXTEND TIME FOR BRIEFING	65	5/22/2020	008303-008354

177	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS AND PROHIBITION	65	5/26/2020	008355-008375
178	PURE TONIC CONCENTRATES LLC'S ANSWER TO MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	65	5/29/2020	008376-008379
179	RURAL REMEDIES, LLC'S ANSWER TO DEFENDANT-RESPONDENT NATURAL MEDICINE'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS AND PROHIBITION	65	6/3/2020	008380-008393
180	NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO NATURAL MEDICINE'S LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	65	6/4/2020	008394-008401
181	NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO STRIVE WELLNESS OF NEVADA LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	66	6/4/2020	008402-008409
182	ORDER DENYING D.H. FLAMINGO, INC. AND SURTERRA HOLDINGS, INC.'S MOTION FOR SUMMARY JUDGMENT AGAINST MM DEVELOPMENT COMPANY, INC.	66	6/5/2020	008410-008413
183	CPCM HOLDINGS, LLC DBA THRIVE CANNABIS MARKETPLACE'S ANSWER TO DEFENDANT-RESPONDENT NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRIT OF CERTIORARI. MANDAMUS, AND PROHIBITION	66	6/5/2020	008414-008435
184	TGIG, LLC, NEVADA HOLISTIC MEDICINE, LLC, GBS NEVADA PARTNERS, FIDELIS HOLDINGS, LLC, GRAVITAS NEVADA, NEVADA PURE, LLC, MEDIFARM, LLC, AND MEDIFARM IV'S ANSWER TO NATURAL MEDICINE	66	6/10/2020	008436-008454

185	PLAINTIFF'S DECLARATION & POA-F2018-01430	67 thru 74	6/12/2020	008455-009889
186	PLAINTIFF'S NOTICE OF FILING RECORD ON REVIEW	75	6/12/2020	009890-009933
187	PLAINTIFF'S DKT 148-1 INDEX OF EXHIBITS - 1	76 thru 77	6/12/2020	009934-010291
188	PLAINTIFF'S DKT 148-1 INDEX OF EXHIBITS - 2	78 thru 79	6/12/2020	010292-010595
189	PLAINTIFF'S RECORD PART 1	80 thru 81	6/12/2020	010596-010937
190	PLAINTIFF'S RECORD PART 2	82 thru 83	6/12/2020	010938-011275
191	PLAINTIFF'S RECORD PART 3	84 thru 85	6/12/2020	011276-011613
192	PLAINTIFF'S RECORD PART 4	86 thru 87	6/12/2020	011614-011951
193	PLAINTIFF'S RECORD PART 5	88	6/12/2020	011952-012104
194	PLAINTIFF'S RECORD PART 6	89	6/12/2020	012105-012258
195	PLAINTIFF'S RECORD PART 7	90	6/12/2020	012259-012413
196	PLAINTIFF'S RECORD PART 8	91	6/12/2020	012414-012569
197	PLAINTIFF'S RECORD PART 9	92	6/12/2020	012570-012723
198	PLAINTIFF'S RECORD PART 10	93	6/12/2020	012724-012878
199	PLAINTIFF'S RECORD PART 11	94	6/12/2020	012879-013032
200	PLAINTIFF'S RECORD PART 12	95	6/12/2020	013033-013187
201	PLAINTIFF'S RECORD PART 13	96	6/12/2020	013188-013341

202	PLAINTIFF'S RECORD PART 14	97	6/12/2020	013342-013496
203	PLAINTIFF'S RECORD PART 15	98 thru 99	6/12/2020	013497-013774
204	PLAINTIFF'S RECORD PART 16	100 thru 101	6/12/2020	013775-014052
205	PLAINTIFF'S RECORD PART 17	102 thru 103	6/12/2020	014053-014330
206	PLAINTIFF'S RECORD PART 18	104 thru 105	6/12/2020	014331-014608
207	PLAINTIFF'S RECORD PART 18	106 thru 107	6/12/2020	014609-014886
208	PLAINTIFF'S RECORD PART 19	108 thru 111	6/12/2020	014887-015426
209	PLAINTIFF'S RECORD PART 20	112 thru 115	6/12/2020	015427-015966
210	PLAINTIFF'S RECORD PART 21	116 thru 119	6/12/2020	015967-016506
211	PLAINTIFF'S RECORD PART 22	120 thru 123	6/12/2020	016507-017048
212	PLAINTIFF'S RECORD PART 24	124 thru 131	6/12/2020	017049-018484
213	PLAINTIFF'S RECORD PART 25	132 thru 134	6/12/2020	018485-018844
214	PLAINTIFF'S RECORD PART 26	135 thru 136	6/12/2020	018845-019202
215	PLAINTIFF'S RECORD PART 27	137 thru 144	6/12/2020	019203-020637

216	PLAINTIFF'S RECORD PART 28	145 thru 147	6/12/2020	020638-020999
217	PLAINTIFF'S RECORD PART 29	148 thru 149	6/12/2020	021000-021357
218	PLAINTIFF'S RECORD PART 30	150 thru 157	6/12/2020	021358-022621
219	PLAINTIFF'S RECORD PART 31	158 thru 159	6/12/2020	022622-022979
220	PLAINTIFF'S RECORD PART 32	160 thru 167	6/12/2020	022980-024414
221	PLAINTIFF'S RECORD PART 33	168 thru 169	6/12/2020	024415-024718
222	PLAINTIFF'S RECORD PART 35	170 thru 177	6/12/2020	024719-026153
223	PLAINTIFF'S RECORD PART 37	178	6/12/2020	026154-026256
224	PLAINTIFF'S RECORD PART 39	179 thru 181	6/12/2020	026257-026669
225	PLAINTIFF'S RECORD PART 40	182 thru 183	6/12/2020	026670-026934
226	PLAINTIFF'S RECORD PART 41	184 thru 186	6/12/2020	026935-027347
227	PLAINTIFF'S RECORD PART 42	187 thru 188	6/12/2020	027348-027612
228	PLAINTIFF'S RECORD PART 43	189 thru 191	6/12/2020	027613-028025
229	PLAINTIFF'S RECORD PART 44	192 thru 193	6/12/2020	028026-028290

230	PLAINTIFF'S RECORD PART 45	194 thru 196	6/12/2020	028291-028703
231	PLAINTIFF'S RECORD PART 46	197 thru 198	6/12/2020	028704-028968
232	PLAINTIFF'S RECORD PART 47	199 thru 201	6/12/2020	028969-029451
233	PLAINTIFF'S RECORD PART 48	202 thru 204	6/12/2020	029452-029934
234	PLAINTIFF'S RECORD PART 49	205 thru 207	6/12/2020	029935-030346
235	PLAINTIFF'S RECORD PART 50	208 thru 210	6/12/2020	030347-030758
236	PLAINTIFF'S RECORD PART 51	211 thru 213	6/12/2020	030759-031170
237	PLAINTIFF'S RECORD PART 52	214 thru 216	6/12/2020	031171-031582
238	PLAINTIFF'S RECORD PART 54	217 thru 219	6/12/2020	031583-031994
239	PLAINTIFF'S RECORD PART 55	220 thru 222	6/12/2020	031995-032406
240	PLAINTIFF'S RECORD PART 56	223 thru 225	6/12/2020	032407-032818
241	PLAINTIFF'S RECORD PARTY 57	226 thru 228	6/12/2020	032819-033230
242	PLAINTIFF'S RECORD PART 58	229 thru 231	6/12/2020	033231-033642
243	PLAINTIFF'S RECORD PART 59	232	6/12/2020	033643-033801
244	PLAINTIFF'S RECORD PART 60	233	6/12/2020	033802-033877

245	PLAINTIFF'S RECORD PART 61	234 thru 235	6/12/2020	033878-034143
246	PLAINTIFF'S RECORD PART 62	236 thru 237	6/12/2020	034144-034409
247	PLAINTIFF'S RECORD PART 63	238 thru 239	6/12/2020	034410-034675
248	PLAINTIFF'S RECORD PART 64	240 thru 241	6/12/2020	034676-034943
249	PLAINTIFF'S RECORD PART 65	242 thru 245	6/12/2020	034944-035512
250	PLAINTIFF'S RECORD PART 66	246 thru 248	6/12/2020	035513-035919
251	PLAINTIFF'S RECORD PART 67	249 thru 251	6/12/2020	035920-036326
252	PLAINTIFF'S RECORD PART 68	252 thru 254	6/12/2020	036327-036733
253	PLAINTIFF'S RECORD PART 69	255 thru 257	6/12/2020	036734-037140
254	PLAINTIFF'S RECORD PART 70	258 thru 260	6/12/2020	037141-037547
255	PLAINTIFF'S RECORD PART 71	261 thru 263	6/12/2020	037548-037954
256	PLAINTIFF'S RECORD PART 72	264 thru 266	6/12/2020	037955-038415
257	PLAINTIFF'S RECORD PART 73	267 thru 269	6/12/2020	038416-038867
258	NOTICE OF ENTRY OF ORDER ON PLAINTIFF NEVADA WELLNESS CENTER, LLC'S MOTION TO STRIKE CERTAIN DEFENSES IN JORGE	270	6/23/2020	038868-038871

	PUPPO'S ANSWER TO SECOND AMENDED COMPLAINT			
259	SUPPLEMENT TO RECORD ON REVIEW IN ACCORDANCE WITH THE NEVADA ADMINISTRATIVE PROCEDURE ACT	270	6/26/2020	038872-038947
260	MOTION TO VOLUNTARILY DISMISS MMOF VEGAS RETAIL, INC. AND REQUEST TO RELEASE MMOF VEGAS RETAIL, INC.'S BOND FUNDS ON AN ORDER SHORTENING TIME	271	6/29/2020	038948-039114
261	CPCM HOLDINGS, LLC DBA THRIVE CANNABIS MARKETPLACE'S ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	272	6/29/2020	039115-039135
262	WELLNESS CONNECTION OF NEVADA, LLC'S ANSWER TO PLAINTIFF NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	272	6/29/2020	039136-039152
263	CPCM HOLDINGS, LLC DBA THRIVE CANNABIS MARKETPLACE'S ANSWER TO QUALCAN, LLC'S SECOND AMENDED COMPLAINT	272	7/1/2020	039153-039164
264	ESSENCE ENTITIES' ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	272	7/8/2020	039165-039193
265	ESSENCE ENTITIES' ANSWER TO THIRD AMENDED COMPLAINT	272	7/8/2020	039194-039210
266	ESSENCE ENTITIES' ANSWER TO MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	272	7/8/2020	039211-039223
267	ESSENCE ENTITIES' ANSWER TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	272	7/8/2020	039224-039235
268	ESSENCE ENTITIES' ANSWER TO SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	272	7/8/2020	039236-039265

269	ESSENCE ENTITIES' ANSWER QUALCAN, LLC'S SECOND AMENDED COMPLAINT	272	7/8/2020	039266-039284
270	ESSENCE ENTITIES' ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/8/2020	039285-039299
271	ESSENCE ENTITIES' ANSWER TO THE TGIG PARTIES' SECOND AMENDED COMPLAINT	273	7/8/2020	039300-039313
272	ESSENCE ENTITIES' ANSWER TO COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/8/2020	039314-039323
273	HIGH SIERRA HOLISTICS, LLC'S JOINDER TO ETW MANAGEMENT GROUP LLC'S ANSWERS	273	7/8/2020	039324-039325
274	GREENMART OF NEVADA NLV LLC'S JOINDER TO MOTION TO COMPEL MM DEVELOPMENT COMPANY, INC., AND LIVFREE WELLNESS, LLC ON AN ORDER SHORTENING TIME	273	7/8/2020	039326-039327
275	MOTION TO COMPEL MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS LLC ON AN ORDER SHORTENING TIME	273	7/8/2020	039328-039381
276	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	273	7/9/2020	039382-039411
277	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO HIGH SIERRA HOLISTICS COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/9/2020	039412-039421
278	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO MM DEVELOPMENT COMPANY, INC., & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/9/2020	039422-039434
279	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	273	7/9/2020	039435-039445

280	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	274	7/9/2020	039446-039478
281	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO QUALCANN, LLC'S SECOND AMENDED COMPLAINT	274	7/9/2020	039479-039496
282	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT	274	7/9/2020	039497-039509
283	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO TGIG PARTIES' SECOND AMENDED COMPLAINT	274	7/9/2020	039510-039523
284	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO THIRD AMENDED COMPLAINT	274	7/9/2020	039524-039539
285	OPPOSITION TO MOTION TO COMPEL MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS LLC ON AN ORDER SHORTENING TIME	274	7/9/2020	039540-039575
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11	DEFENDANT GREENMART OF NEVADA NLV LLC'S ANSWER TO PLAINTIFFS' COMPLAINT	2	4/16/2019	000237-000251
17	DEFENDANT GREENMART OF NEVADA NLV LLC'S ANSWER TO PLAINTIFFS' FIRST AMENDED COMPLAINT	8	5/16/2019	001025-001037
177	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS AND PROHIBITION	65	5/26/2020	008355-008375
168	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	62	4/21/2020	007894-007913
167	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO ETW PLAINTIFFS' THIRD AMENDED COMPLAINT	62	4/21/2020	007863-007893
175	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	65	5/21/2020	008253-008302
169	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO TGIG PLAINTIFFS' SECOND AMENDED COMPLAINT	62	4/21/2020	007914-007935
160	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S MOTION TO DISMISS 1) NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS;(2) STRIVE WELLNESS' COMPLAINT; (3) RURAL REMEDIES AMENDED COMPLAINT; (4) QUALCAN'S AMENDED COMPLAINT; (5) HIGH SIERRA HOLISTICS	59 thru 60	4/14/2020	007401-007717

	COMPLAINT AND (6) NATURAL MEDICINE'S COMPLAINT FOR FAILING TO COMPLY WITH NRS 233B.130(2)(D)			
16	DEFENDANT IN INTERVENTION'S OPPOSITION TO PLAINTIFFS' APPLICATION FOR A TEMPORARY RESTRAINING ORDER	8	5/10/2019	000975-001024
287	DEFENDANT IN INTERVENTION, CLEAR RIVER, LLC'S ANSWER TO HIGH SIERRA HOLISTICS, LLC COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	275	7/10/2020	039736-039750
161	DEFENDANT PUPO'S ANSWER TO RURAL REMEDIES' AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	61	4/14/2020	007718-007730
72	DEFENDANT RURAL REMEDIES, LLC ANSWER TO FIRST AMENDED COMPLAINT	47	10/1/2019	005759-005760
110	DEFENDANT RURAL REMEDIES, LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	53	1/28/2020	006560-006588
92	DEFENDANT'S ANSWER TO DH FLAMINGO INC'S ET AL., FIRST AMENDED COMPLAINT	50	12/16/2019	006088-006105
75	DEFENDANT-INTERVENOR CLEAR RIVER, LLC'S ORDER DENYING IT'S MOTION FOR PARTIAL SUMMARY JUDGEMENT ON THE PETITION FOR JUDICIAL REVIEW CAUSE OF ACTION	48	11/7/2019	005907-005912
290	DEFENDANT-INTERVENOR NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO CLARK NATURAL MEDICINE ET AL.'S FIRST AMENDED COMPLAINT	276	7/10/2020	039773-039789
288	DEFENDANT-INTERVENOR NEVADA ORGANIC REMEDIES, LLC'S ANSWER TO TGIG PARTIES' SECOND AMENDED COMPLAINT	276	7/10/2020	039751-039759
115	DEFENDANT-RESPONDENT NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	54	2/7/2020	006723-006752

116	DEFENDANT-RESPONDENT STRIVE WELLNESS OF NEVADA LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	54	2/7/2020	006753-006781
68	DEFENDANT-RESPONDENT'S GOOD CHEMISTRY NEVADA, LLC'S ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS AND PROHIBITION	47	9/27/2019	005699-005707
93	DEFENDANT'S ANSWER TO DH FLAMINGO INC'S ET AL., FIRST AMENDED COMPLAINT	50	12/16/2019	006106-006123
33	DEFENDANTS' ANSWER TO PLAINTIFFS' COMPLAINT WITH COUNTERCLAIM	26	6/14/2019	002823-002846
73	DEFENDANTS MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS, LLC'S ANSWER	48	10/3/2019	005761-005795
374	DEPARTMENT OF TAXATION'S AND CANNABIS COMPLIANCE BOARD'S OPPOSITION TO THE TGIG PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE	343	10/30/2020	048131-048141
164	DEPARTMENT OF TAXATION'S ANSWER TO ETW MANAGEMENT GROUP LLC PARTIES' THIRD AMENDED COMPLAINT	61	4/20/2020	007794-007810
165	DEPARTMENT OF TAXATION'S ANSWER TO NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	61	4/20/2020	007811-007845
109	DEPARTMENT OF TAXATION'S ANSWER TO PLAINTIFF SERENITY PARTIES' SECOND AMENDED COMPLAINT	53	1/28/2020	006543-006559
166	DEPARTMENT OF TAXATION'S ANSWER TO QUALCAN'S SECOND A MENDED COMPLAINT	61	4/20/2020	007846-007862
155	DEPARTMENT OF TAXATION'S ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	58	4/8/2020	007347-007360
172	DEPARTMENT OF TAXATION'S INDEX OF EXHIBITS IN SUPPORT OF ITS OPPOSITION TO NEVADA WELLNESS CENTER, LLC'S MOTION TO STRIKE CERTAIN DEFENSES IN DEPARTMENT OF TAXATION'S ANSWER TO SECOND AMENDED COMPLAINT	63 thru 64	5/11/2020	007942-008232

330	DEPARTMENT OF TAXATION'S NOTICE OF REMOVING ENTITIES FROM TIER 3	320	8/11/2020	045317-045332
174	DEPARTMENT OF TAXATION'S NOTICE OF SUPPLEMENTAL AUTHORITY	65	5/12/2020	008242-008252
173	DEPARTMENT OF TAXATION'S OPPOSITION TO NEVADA WELLNESS CENTER, LLC'S MOTION TO STRIKE CERTAIN DEFENSES IN DEPARTMENT OF TAXATION'S ANSWER TO SECOND AMENDED COMPLAINT	65	5/11/2020	008233-008241
148	DEPARTMENT OF TAXATION'S OPPOSITION TO QUALCAN, LLC'S PETITION FOR WRIT OF MANDAMUS	57	3/27/2020	007176-007182
307	DEPARTMENT OF TAXATION'S OPPOSITION TO TGIG'S MOTION TO SUPPLEMENT THE ADMINISTRATIVE RECORD TO PERMIT PLAINTIFFS TO OFFER EXTRA-RECORD EVIDENCE; AND TO ENLARGE TIME FOR FILING OPENING BRIEF	289	7/23/2020	041704-041732
337	DEPARTMENT OF TAXATION'S OPPOSITION TO THC NEVADA, LLC AND HERBAL CHOICE, INC.'S MOTION TO STRIKE DEPARTMENT OF TAXATION'S NOTICE REMOVING ENTITIES FROM TIER 3 ON ORDER SHORTENING	326	8/15/2020	045892-045899
361	DEPARTMENT OF TAXATION'S OPPOSITION TO THE TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW, AND PERMANENT INJUNCTION	333	9/24/2020	046878-046921
77	ERRATA TO ANSWER TO FIRST AMENDED COMPLAINT AND REQUEST FOR INJUNCTIVE RELIEF	48	11/8/2019	005922-005930
107	ERRATA TO DECLARATION OF ALFRED TERTERYAN IN SUPPORT OF HELPING HANDS WELLNESS CENTER, INC.'S APPLICATION FOR WRIT OF MANDAMUS	52	1/24/2020	006505-006506
269	ESSENCE ENTITIES' ANSWER QUALCAN, LLC'S SECOND AMENDED COMPLAINT	272	7/8/2020	039266-039284
272	ESSENCE ENTITIES' ANSWER TO COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/8/2020	039314-039323
103	ESSENCE ENTITIES' ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	52	1/14/2020	006440-006468

264	ESSENCE ENTITIES' ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	272	7/8/2020	039165-039193
266	ESSENCE ENTITIES' ANSWER TO MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	272	7/8/2020	039211-039223
267	ESSENCE ENTITIES' ANSWER TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	272	7/8/2020	039224-039235
270	ESSENCE ENTITIES' ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/8/2020	039285-039299
268	ESSENCE ENTITIES' ANSWER TO SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	272	7/8/2020	039236-039265
271	ESSENCE ENTITIES' ANSWER TO THE TGIG PARTIES' SECOND AMENDED COMPLAINT	273	7/8/2020	039300-039313
265	ESSENCE ENTITIES' ANSWER TO THIRD AMENDED COMPLAINT	272	7/8/2020	039194-039210
82	EUPHORIA WELLNESS, LLC'S ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS AND PROHIBITION	49	11/21/2019	006005-006011
22	EVIDENTIARY HEARING - DAY 1	10 thru 11	5/24/2019	001134-001368
38	EVIDENTIARY HEARING - DAY 10 VOLUME I OF II	30	6/20/2019	003349-003464
39	EVIDENTIARY HEARING - DAY 10 VOLUME II	31	6/20/2019	003465-003622
43	EVIDENTIARY HEARING - DAY 11	32	7/5/2019	003671-003774
44	EVIDENTIARY HEARING - DAY 12	33	7/10/2019	003775-003949
46	EVIDENTIARY HEARING - DAY 13 VOLUME I OF II	34	7/11/2019	003968-004105
47	EVIDENTIARY HEARING - DAY 13 VOLUME II	35	7/11/2019	004106-004227
49	EVIDENTIARY HEARING - DAY 14	36	7/12/2019	004237-004413

51	EVIDENTIARY HEARING - DAY 15	37	7/15/2019	004426-004500
52	EVIDENTIARY HEARING - DAY 15 VOLUME II	38	7/15/2019	004501-004679
56	EVIDENTIARY HEARING - DAY 16	39	7/28/2019	004724-004828
57	EVIDENTIARY HEARING - DAY 17 VOLUME I OF II	40	8/13/2019	004829-004935
58	EVIDENTIARY HEARING - DAY 17 VOLUME II	41	8/13/2019	004936-005027
61	EVIDENTIARY HEARING - DAY 18	42 thru 43	8/14/2019	005034-005222
62	EVIDENTIARY HEARING - DAY 19	44	8/15/2019	005223-005301
23	EVIDENTIARY HEARING - DAY 2 VOLUME I OF II	12	5/28/2019	001369-001459
24	EVIDENTIARY HEARING - DAY 2 VOLUME II	13	5/28/2019	001460-001565
63	EVIDENTIARY HEARING - DAY 20	45	8/16/2019	005302-005468
25	EVIDENTIARY HEARING - DAY 3 VOLUME I OF II	14	5/29/2019	001566-001663
26	EVIDENTIARY HEARING - DAY 3 VOLUME II	15	5/29/2019	001664-001807
27	EVIDENTIARY HEARING - DAY 4	16 thru 17	5/30/2019	001808-002050
28	EVIDENTIARY HEARING - DAY 5 VOLUME I OF II	18	5/31/2019	002051-002113
29	EVIDENTIARY HEARING - DAY 5 VOLUME II	19 thru 20	5/31/2019	002114-002333
31	EVIDENTIARY HEARING - DAY 6	22 thru 23	6/10/2019	002345-002569
32	EVIDENTIARY HEARING - DAY 7	24 thru 25	6/11/2019	002570-002822
34	EVIDENTIARY HEARING - DAY 8 VOLUME I OF II	26	6/18/2019	002847-002958
35	EVIDENTIARY HEARING - DAY 8 VOLUME II	27	6/18/2019	002959-003092
36	EVIDENTIARY HEARING - DAY 9 VOLUME I OF II	28	6/19/2019	003093-003215

37	EVIDENTIARY HEARING - DAY 9 VOLUME II	29	6/19/2019	003216-003348
299	EVIDENTIARY HEARING ON CASE -ENDING SANCTIONS - DAY 1	277 thru 278	7/13/2020	039869-040216
300	EVIDENTIARY HEARING ON CASE -ENDING SANCTIONS - DAY 2	279	7/14/2020	040217-040263
314	EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER WITH NOTICE AND MOTION FOR PRELIMINARY INJUNCTION ON ORDER SHORTENING TIME	297	7/28/2020	042640-042670
322	EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER WITH NOTICE AND MOTION FOR PRELIMINARY INJUNCTION ON ORDER SHORTENING TIME	306	7/31/2020	043568-043639
64	FINDINGS OF FACT AND CONCLUSIONS OF LAW GRANTING PRELIMINARY INJUNCTION	46	8/23/2019	005469-005492
114	FINDINGS OF FACT AND CONCLUSIONS OF LAW GRANTING PRELIMINARY INJUNCTION	54	2/7/2020	006698-006722
358	FINDINGS OF FACT, CONCLUSION OF LAW AND PERMANENT INJUNCTION	332	9/16/2020	046818-046829
296	FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER GRANTING IN PART AND DENYING IN PART MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS, LLC'S MOTION FOR SUMMARY JUDGMENT OR FOR WRIT OF MANDAMUS (1)	276	7/11/2020	039860-039862
297	FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER GRANTING IN PART AND DENYING IN PART MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS, LLC'S MOTION FOR SUMMARY JUDGMENT OR FOR WRIT OF MANDAMUS (2)	276	7/11/2020	039863-039865
42	FIRST AMENDED COMPLAINT	32	7/3/2019	003653-003670
67	FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS AND PROHIBITION	47	9/6/2019	005593-005698
2	FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	1	12/18/2018	000013-000025
70	FIRST AMENDED COMPLAINT AND REQUEST FOR INJUNCTIVE RELIEF	47	9/29/2019	005716-005731

53	GREENMART OF NEVADA NLC LLC'S ANSWER TO PLAINTIFFS' CORRECTED FIRST AMENDED COMPLAINT	39	7/17/2019	004680-004694
126	GREENMART OF NEVADA NLV LLC'S ANSWER TO DEFENDANT RURAL REMEDIES, LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	55	2/18/2020	006911-006921
120	GREENMART OF NEVADA NLV LLC'S ANSWER TO ETW MANAGEMENT GROUP LLC, GLOBAL HARMONY LLC, GREEN LEAF FARMS HOLDINGS LLC, GREEN THERAPEUTICS LLC, HERBAL CHOICE INC., JUST QUALITY LLC, LIBRA WELLNESS CENTER, LLC, ROMBOUGH REAL ESTATE INC. DBA MOTHER HERB, NEVCANN LLC, RED EARTH LLC, THC NEVADA LLC, ZION GARDENS LLC AND MMOF VEGAS RETAIL, INC.'S THIRD AMENDED COMPLAINT	55	2/12/2020	006823-006841
137	GREENMART OF NEVADA NLV LLC'S ANSWER TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	56	3/6/2020	007013-007024
132	GREENMART OF NEVADA NLV LLC'S ANSWER TO QUALCAN LLC'S SECOND AMENDED COMPLAINT	55	2/25/2020	006959-006970
138	GREENMART OF NEVADA NLV LLC'S ANSWER TO STRIVE WELLNESS OF NEVADA LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	56	3/6/2020	007025-007036
375	GREENMART OF NEVADA NLV LLC'S JOINDER TO DEPARTMENT OF TAXATION'S AND CANNABIS COMPLIANCE BOARD'S OPPOSITION TO THE TGIG PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE	343	11/2/2020	048142-048143
363	GREENMART OF NEVADA NLV LLC'S JOINDER TO DEPARTMENT OF TAXATION'S OPPOSITION TO THE TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW, AND PERMANENT INJUNCTION	333	9/24/2020	046925-046926

274	GREENMART OF NEVADA NLV LLC'S JOINDER TO MOTION TO COMPEL MM DEVELOPMENT COMPANY, INC., AND LIVFREE WELLNESS, LLC ON AN ORDER SHORTENING TIME	273	7/8/2020	039326-039327
318	GREENMART OF NEVADA NLV LLC'S JOINDER TO PLAINTIFFS' OPPOSITION TO THE THC NEVADA LLC'S AND HERBAL CHOICE, INC.'S EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER FOR PRELIMINARY INJUNCTION ON AN ORDER SHORTENING TIME AND DECLARATION OF ALINA M. SHELL	302	7/30/2020	043191-043195
134	GREENMART OF NEVADA NLV LLC'S MOTION TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	55	2/28/2020	006984-006987
154	GREENMART OF NEVADA NLV LLC'S OPPOSITION TO ETW PLAINTIFFS' MOTION TO COMPEL	58	4/3/2020	007337-007346
153	GREENMART OF NEVADA NLV LLC'S OPPOSITION TO ETW PLAINTIFFS' MOTION TO COMPEL PRIVILEGE LOGS	58	4/3/2020	007333-007336
141	GREENMART OF NEVADA NLV LLC'S OPPOSITION TO NEVADA WELLNESS CENTER, LLC'S MOTION TO COMPEL GREENMART TO ALSO PRODUCE KENNETH LEE AND HAE LEE FOR DEPOSITION	56	3/18/2020	007075-007080
144	GREENMART OF NEVADA NLV LLC'S RESPONSE IN OPPOSITION TO QUALCAN, LLC'S PETITION FOR WRIT OF MANDAMUS	56	3/23/2020	007087-007095
99	GREENMART OF NEVADA NLV LLC'S ANSWER TO D.H. FLAMINGO PLAINTIFFS' FIRST AMENDED COMPLAINT	51	1/6/2020	006272-006295
89	HEARING ON APPLICATION OF NEVADA ORGANIC REMEDIES FOR WRIT OF MANDAMUS TO COMPEL STATE TO MOVE IT TO TIER 2 OF SUCCESSFUL CONDITIONAL LICENSE APPLICANTS	49	12/9/2019	006058-006068
176	HEARING ON MOTIONS FOR SUMMARY JUDGMENT OR WRIT OF MANDAMUS AND MOTION TO EXTEND TIME FOR BRIEFING	65	5/22/2020	008303-008354

65	HEARING ON OBJECTIONS TO STATE'S RESPONSE, NEVADA WELLNESS CENTER'S MOTION RE COMPLIANCE RE PHYSICAL ADDRESS, AND BOND AMOUNT SETTING	46	8/29/2019	005493-005565
112	HEARING ON OBJECTIONS TO SUBPOENAS DUCES TECUM, MOTIONS FOR PROTECTIVE ORDERS, APPLICATION OF FOR WRIT OF MANDAMUS, MOTION FOR SETTING SETTLEMENT CONFERENCE, AND MOTION TO REDACT AND SEAL EXHIBITS 4 AND 5	53	1/31/2020	006610-006657
276	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO FIRST AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	273	7/9/2020	039382-039411
277	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO HIGH SIERRA HOLISTICS COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/9/2020	039412-039421
278	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO MM DEVELOPMENT COMPANY, INC., & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	273	7/9/2020	039422-039434
279	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO NATURAL MEDICINE LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	273	7/9/2020	039435-039445
280	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO NEVADA WELLNESS CENTER, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	274	7/9/2020	039446-039478
281	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO QUALCANN, LLC'S SECOND AMENDED COMPLAINT	274	7/9/2020	039479-039496
282	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO RURAL REMEDIES, LLC'S AMENDED COMPLAINT	274	7/9/2020	039497-039509
283	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO TGIG PARTIES' SECOND AMENDED COMPLAINT	274	7/9/2020	039510-039523

284	HELPING HANDS WELLNESS CENTER, INC., ANSWER TO THIRD AMENDED COMPLAINT	274	7/9/2020	039524-039539
364	HELPING HANDS WELLNESS CENTER, INC.'S OPPOSITION TO TGIG PLAINTIFFS' MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW AND PERMANENT INJUNCTION	333	9/24/2020	046927-046931
340	HELPING HANDS WELLNESS CENTER, INC.'S REPLY IN SUPPORT OF MOTION TO MODIFY OR DISSOLVE THE PRELIMINARY INJUNCTION1	326	8/16/2020	045918-045932
273	HIGH SIERRA HOLISTICS, LLC'S JOINDER TO ETW MANAGEMENT GROUP LLC'S ANSWERS	273	7/8/2020	039324-039325
373	INDEX OF EXHIBITS IN SUPPORT OF DEPARTMENT OF TAXATION'S AND CANNABIS COMPLIANCE BOARD'S OPPOSITION TO THE TGIG PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE	341 thru 342	10/30/2020	047883-048130
21	INTERVENING DEFENDANTS' JOINDER AND SUPPLEMENTAL BRIEFING IN SUPPORT OF THE STATE OF NEVADA'S AND NEVADA ORGANIC REMEDIES, LLC'S OPPOSITION TO MOTION FOR PRELIMINARY INJUNCTION; AND LONE MOUNTAIN PARTNERS, LLC'S OPPOSITION TO MOTION FOR PRELIMINARY INJUNCTION OR FOR WRIT OF MANDAMUS	9	5/23/2019	001068-001133
41	INTERVENOR DEFENDANT GREENMART OF NEVADA NLV LLC'S ANSWER TO PLAINTIFF'S COMPLAINT	32	7/3/2019	003640-003652
40	INTERVENOR DEFENDANT GREENMART OF NEVADA NLV LLC'S ANSWER TO PLAINTIFFS' SECOND AMENDED COMPLAINT	31	6/24/2019	003623-003639
319	JOINDER TO THC NEVADA, LLC and HERBAL CHOICE, INC.'S EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER WITH NOTICE AND MOTION FOR PRELIMINARY INJUNCTION ON ORDER SHORTENING TIME	302	7/30/2020	043196-043209
351	JOINDER TO THC NEVADA, LLC and HERBAL CHOICE, INC.'S MOTION TO RENEW JOINDER TO TGIG'S COUNTERMOTION FOR ORDER DISPENSING WITH THE BOND REQUIREMENT FOR PURPOSES OF THE PRELIMINARY	331	8/28/2020	046565-046567

335	JOINDER TO THC NEVADA, LLC AND HERBAL CHOICE, INC'S MOTION TO STRIKE DEPARTMENT OF TAXATION NOTICE REMOVING ENTITIES FROM TIER 3 ON ORDER SHORTENING TIME	325	8/14/2020	045883-045888
54	LONE MOUNTAIN PARTNERS, LLC'S ANSWER TO LAINTIFFS' CORRECTED FIRST AMENDED COMPLAINT	39	7/22/2019	004695-004705
30	LONE MOUNTAIN PARTNERS, LLC'S ANSWER TO PLAINTIFFS' COMPLAINT	21	6/5/2019	002334-002344
90	LONE MOUNTAIN PARTNERS, LLC'S MOTION TO DISMISS SECOND AMENDED COMPLAINT	49	12/10/2019	006069-006081
101	LONE MOUNTAIN PARTNERS, LLC'S REPLY IN SUPPORT OF MOTION TO DISMISS SECOND AMENDED COMPLAINT	51	1/8/2020	006359-006368
163	MINUTE ORDER CLEAR RIVER'S REQUEST FOR OST ON MOTION TO DISMISS	61	4/15/2020	007793-007793
135	MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC ANSWER TO NATURAL MEDICINE, LLC'S COMPLAINT IN INTERVENTION, PETITION FOR JUDICIAL REVIEW AND-OR WRITS OF CERTIORARI, MANDAMUS, AND PROHIBITION	56	2/28/2020	006988-007000
127	MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC ANSWER TO RURAL REMEDIES, LLC'S COMPLAINT IN INTERVENTION	55	2/18/2020	006922-006935
111	MM DEVELOPMENT COMPANY, INC. & LIVFREE WELLNESS, LLC'S SECOND AMENDED COMPLAINT AND PETITION FOR JUDICIAL REVIEW OR WRIT OF MANDAMUS	53	1/29/2020	006589-006609
286	MOTION FOR ORDER REQUIRING THE DOT TO SUPPLEMENT AND RECERTIFY THE ADMINISTRATIVE RECORD TO PERMIT PLAINTIFFS TO OFFER EXTRARECORD EVIDENCE AT THE HEARING OF JUDICIAL REVIEW and TO ENLARGE TIME FOR FILING OPENING BRIEF	275	7/9/2020	039576-039735
368	MOTION FOR ORDER TO SHOW CAUSE	333	10/16/2020	046944-046965
8	MOTION FOR PRELIMINARY INJUNCTION	2	3/18/2019	000108-000217
301	MOTION FOR PROTECTIVE ORDER ON ORDER SHORTENING TIME	279	7/15/2020	040264-040323

275	MOTION TO COMPEL MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS LLC ON AN ORDER SHORTENING TIME	273	7/8/2020	039328-039381
353	MOTION TO COMPEL MM DEVELOPMENT COMPANY, INC. AND LIVFREE WELLNESS LLC FINAL PRETRIAL CONFERENCE	331	9/3/2020	046573-046666
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**DISTRICT COURT
CLARK COUNTY, NEVADA**

In re DOT Litigation,

Case No. A-19-787004-B
Dept. No. XI

Consolidated with:
A-18-785818-W
A-18-786357-W
A-19-786962-B
A-19-787035 -C
A-19787540-W
A-19-787726-C
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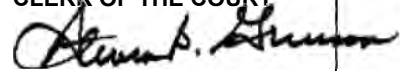
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/s/ Traci Plotnick
Traci Plotnick, an employee of the
Office of the Attorney General

EXHIBIT A

EXHIBIT A

DOT/CCB000001



1 FFCL

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4 DISTRICT COURT

5 CLARK COUNTY, NEVADA

6 SERENITY WELLNESS CENTER, LLC, a
7 Nevada limited liability company, TGIG, LLC,
8 a Nevada limited liability company, NULEAF
9 INCLINE DISPENSARY, LLC, a Nevada
10 limited liability company, NEVADA
11 HOLISTIC MEDICINE, LLC, a Nevada limited
12 liability company, TRYKE COMPANIES SO
13 NV, LLC, a Nevada limited liability company,
14 TRYKE COMPANIES RENO, LLC, a Nevada
15 limited liability company, PARADISE
16 WELLNESS CENTER, LLC, a Nevada limited
17 liability company, GBS NEVADA PARTNERS,
18 LLC, a Nevada limited liability company,
19 FIDELIS HOLDINGS, LLC, a Nevada limited
20 liability company, GRAVITAS NEVADA,
21 LLC, a Nevada limited liability company,
22 NEVADA PURE, LLC, a Nevada limited
23 liability company, MEDIFARM, LLC, a Nevada
24 limited liability company, DOE PLAINTIFFS I
25 through X; and ROE ENTITY PLAINTIFFS I
26 through X,

27 Plaintiff(s),

28 vs.

THE STATE OF NEVADA, DEPARTMENT
OF TAXATION,

Defendant(s).

and

29 NEVADA ORGANIC REMEDIES, LLC;
30 INTEGRAL ASSOCIATES LLC d/b/a
31 ESSENCE CANNABIS DISPENSARIES, a
32 Nevada limited liability company; ESSENCE
33 TROPICANA, LLC, a Nevada limited liability
34 company; ESSENCE HENDERSON, LLC, a
35 Nevada limited liability company; CPCM
36 HOLDINGS, LLC d/b/a THRIVE CANNABIS
37 MARKETPLACE, COMMERCE PARK
38 MEDICAL, LLC, a Nevada limited liability
company; and CHEYENNE MEDICAL, LLC, a
Nevada limited liability company; LONE
MOUNTAIN PARTNERS, LLC, a Nevada

Case No. A-19-786962-B
Dept. No. 11

FINDINGS OF FACT AND
CONCLUSIONS OF LAW GRANTING
PRELIMINARY INJUNCTION

CLERK OF THE COURT

ASG 23 269

RECEIVED

1 limited liability partnership; HELPING HANDS
2 WELLNESS CENTER, INC., a Nevada
3 corporation; GREENMART OF NEVADA
4 NLV LLC, a Nevada limited liability company;
5 and CLEAR RIVER, LLC,

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Intervenors.

5 This matter having come before the Court for an evidentiary hearing on Plaintiffs' Motion for
6 Preliminary Injunction beginning on May 24, 2019, and occurring day to day thereafter until its
7 completion on August 16, 2019;¹ Dominic P. Gentile, Esq., Vincent Savarese III, Esq., Michael V.
8 Cristalli, Esq., and Ross J. Miller, Esq., of the law firm Gentile Cristalli Miller Armeni Savarese,
9 appeared on behalf of Serenity Wellness Center, LLC, TGIG, LLC, Nuleaf Incline Dispensary, LLC,
10 Nevada Holistic Medicine, LLC, Tryke Companies SO NV, LLC, Tryke Companies Reno, LLC,
11 Paradise Wellness Center, LLC, GBS Nevada Partners, LLC, Fidelis Holdings, LLC, Gravitas Nevada,
12 LLC, Nevada Pure, LLC, Medifarm, LLC (Case No. A786962-B) (the "Serenity Plaintiffs"); Adam K.
13 Bult, Esq. and Maximilien D. Fetaz, Esq., of the law firm Brownstein Hyatt Farber Schreck, LLP,
14 appeared on behalf of Plaintiffs ETW Management Group LLC, Global Harmony LLC, Green Leaf
15 Farms Holdings LLC, Green Therapeutics LLC, Herbal Choice INC., Just Quality, LLC, Libra
16 Wellness Center, LLC, Rombough Real Estate Inc. dba Mother Herb, NevCann LLC, Red Earth LLC,
17 THC Nevada LLC, Zion Gardens LLC, and MMOF Vegas Retail, Inc. (Case No. A787004-B) (the
18 "ETW Plaintiffs"); William S. Kemp, Esq. and Nathaniel R. Rulis, Esq., of the law firm Kemp, Jones
19 & Coulthard LLP, appeared on behalf of MM Development Company, Inc. and LivFree Wellness LLC
20 (Case No. A785818-W) (the "MM Plaintiffs"); Theodore Parker III, Esq., of the law firm Parker
21 Nelson & Associates, appeared on behalf of Nevada Wellness Center (Case No. A787540-W)
22 (collectively the "Plaintiffs"); Steven G. Shevorski, Esq., Ketan D. Bhirud, Esq., and Theresa M. Haar,
23 Esq., of the Office of the Nevada Attorney General, appeared on behalf of the State of Nevada,
24 Department of Taxation; David R. Koch, Esq., of the law firm Koch & Scow LLC, appeared on behalf

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¹ Although a preservation order was entered on December 13, 2018, in A785818, no discovery in any case was done
prior to the commencement of the evidentiary hearing, in part due to procedural issues and to statutory restrictions on
disclosure of certain information modified by SB 32 just a few days before the commencement of the hearing. As a result,
the hearing was much longer than anticipated by any of the participating counsel. In compliance with SB 32, the State
produced previously confidential information on May 21, 2019. These documents were reviewed for confidentiality by the
Defendants in Intervention and certain redactions were made prior to production consistent with the protective order entered
on May 24, 2019.

1 of Nevada Organic Remedies, LLC; Brigid M. Higgins, Esq. and Rusty Graf, Esq., of the law firm
2 Black & Lobello, appeared on behalf of Clear River, LLC; Eric D. Hone, Esq., of the law firm H1 Law
3 Group, appeared on behalf of Lone Mountain Partners, LLC; Alina M. Shell, Esq., of the law firm
4 McLetchie Law, appeared on behalf of GreenMart of Nevada NLV LLC; Jared Kahn, Esq., of the law
5 firm JK Legal & Consulting, LLC, appeared on behalf of Helping Hands Wellness Center, Inc.; and
6 Joseph A. Gutierrez, Esq., of the law firm Maier Gutierrez & Associates, and Philip M. Hymanson,
7 Esq., of the law firm Hymanson & Hymanson; Todd Bice, Esq. and Jordan T. Smith, Esq. of the law
8 firm Pisanelli Bice; and Dennis Prince, Esq. of the Prince Law Group appeared on behalf of Integral
9 Associates LLC d/b/a Essence Cannabis Dispensaries, Essence Tropicana, LLC, Essence Henderson,
10 LLC, CPCM Holdings, LLC d/b/a Thrive Cannabis Marketplace, Commerce Park Medical, LLC, and
11 Cheyenne Medical, LLC (the “Essence/Thrive Entities”). The Court, having read and considered the
12 pleadings filed by the parties; having reviewed the evidence admitted during the evidentiary hearing;
13 and having heard and carefully considered the testimony of the witnesses called to testify; having
14 considered the oral and written arguments of counsel, and with the intent of deciding the Motion for a
15 Preliminary Injunction,² makes the following preliminary findings of fact and conclusions of law:

16 ***PROCEDURAL POSTURE***

17 Plaintiffs are a group of unrelated commercial entities who applied for, but did not receive,
18 licenses to operate retail recreational marijuana establishments in various local jurisdictions throughout
19 the state. Defendant is Nevada’s Department of Taxation (“DoT”), which is the administrative agency
20 responsible for issuing the licenses. Some successful applicants for licensure intervened as Defendants.

21 The Serenity Plaintiffs filed a Motion for Preliminary Injunction on March 19, 2019, asking for
22 a preliminary injunction to:

- 23 a. Enjoin the denial of Plaintiffs applications;
24 b. Enjoin the enforcement of the licenses granted;
25 c. Enjoin the enforcement and implementation of NAC 453D;

26
27 ² The findings made in this Order are preliminary in nature based upon the limited evidence presented after very
28 limited discovery permitted on an expedited basis and may be modified based upon additional evidence presented to the
Court at the ultimate trial of the business court matters.

- 1 d. An order restoring the *status quo ante* prior to the DoT's adoption of NAC 453D;
2 and
3 e. Several orders compelling discovery.

4 This Court reviewed the Serenity Plaintiffs' Motion for Preliminary Injunction and at a hearing on
5 April 22, 2019, invited Plaintiffs in related cases, not assigned to Business Court, to participate in the
6 evidentiary hearing on the Motion for Preliminary Injunction being heard in Department 11 for the
7 purposes of hearing and deciding the Motions for Preliminary Injunction.³

8 ***PRELIMINARY STATEMENT***

9 The Attorney General's Office was forced to deal with a significant impediment at the early
10 stages of the litigation. This inability to disclose certain information was outside of its control because
11 of confidentiality requirements that have now been slightly modified by SB 32. Although the parties
12 stipulated to a protective order on May 24, 2019, many documents produced in preparation for the
13 hearing and for discovery purposes were heavily redacted because of the highly competitive nature of
14 the industry and sensitive financial and commercial information being produced.

15 All parties agree that the language of an initiative takes precedence over any regulation that is in
16 conflict and that an administrative agency has some discretion in determining how to implement the
17 initiative. The Court gives deference to the agency in establishing those regulations and creating the
18 framework required to implement those provisions in conformity with the initiative.

19
20
21 ³ The complaints filed by the parties participating in the hearing seek declaratory relief, injunctive relief and writs of
22 mandate, among other claims. The motions and joinders seeking injunctive relief which have been reviewed by the Court in
conjunction with this hearing include:

23 A786962-B Serenity: Serenity Plaintiffs' Motion for Preliminary Injunction filed 3/19/19 (Joinder to Motion by
24 Compassionate Team: 5/17; Joinder to Motion by ETW: 5/6 (filed in A787004); and Joinder to Motion by Nevada
25 Wellness: 5/10 (filed in A787540)); Opposition by the State filed 5/9/19 (Joinder by Essence/Thrive Entities: 5/23);
26 Opposition by Nevada Organic Remedies: 5/9 (Joinder by Lone Mountain: 5/13; Joinder by Helping Hands: 5/21; and
Joinder by Essence/Thrive Entities: 5/23). Application for TRO on OST filed 5/9/19 (Joinder by Compassionate Team:
5/17; and Joinder by ETW: 5/10 (filed in A787004)); Opposition by Nevada Organic Remedies: 5/9 (Joinder by Clear River:
5/9); Opposition by Essence/Thrive Entities: 5/10 (Joinder by GreenMart: 5/10; Joinder by Lone Mountain: 5/11; and
Joinder by helping Hands: 5/12).

27 A785818-W MM Development: MM Plaintiffs' Motion for Preliminary Injunction or Writ of Mandamus filed 5/9/19
28 (Joinder by Serenity: 5/20 (filed in A786962); Joinder by ETW: 5/6 (filed in A787004 and A785818); and Joinder by
Nevada Wellness: 5/10 (filed in A787540)).

1 The initiative to legalize recreational marijuana, Ballot Question 2 (“BQ2”), went to the voters
2 in 2016. The language of BQ2 is independent of any regulations that were adopted by the DoT. The
3 Court must balance the mandatory provisions of BQ2 (which the DoT did not have discretion to
4 modify);⁴ those provisions with which the DoT was granted some discretion in implementation;⁵ and
5 the inherent discretion of an administrative agency to implement regulations to carry out its statutory
6 duties. The Court must give great deference to those activities that fall within the discretionary
7 functions of the agency. Deference is not given where the actions of the DoT were in violation of BQ2
8 or were arbitrary and capricious.

9 FINDINGS OF FACT

10 1. Nevada allows voters to amend its Constitution or enact legislation through the initiative
11 process. Nevada Constitution, Article 19, Section 2.

12 ⁴ Article 19, Section 2(3) provides the touchstone for the mandatory provisions:

13 An initiative measure so approved by the voters shall not be amended, annulled, repealed, set aside or
14 suspended by the Legislature within 3 years from the date it takes effect.

15 ⁵ NRS 453D.200(1) required the adoption of regulations for the licensure and oversight of recreational marijuana
16 cultivation, manufacturing/production, sales and distribution, but provides the DoT discretion in exactly what those
17 regulations would include.

18 . . . the Department shall adopt all regulations necessary or convenient to carry out the provisions of this chapter.
19 The regulations must not prohibit the operation of marijuana establishments, either expressly or through regulations
20 that make their operation unreasonably impracticable. The regulations shall include:

21 (a) Procedures for the issuance, renewal, suspension, and revocation of a license to operate a marijuana
22 establishment;

23 (b) Qualifications for licensure that are directly and demonstrably related to the operation of a marijuana
24 establishment;

25 (c) Requirements for the security of marijuana establishments;

26 (d) Requirements to prevent the sale or diversion of marijuana and marijuana products to persons under 21
27 years of age;

28 (e) Requirements for the packaging of marijuana and marijuana products, including requirements for child-
resistant packaging;

(f) Requirements for the testing and labeling of marijuana and marijuana products sold by marijuana
establishments including a numerical indication of potency based on the ratio of THC to the weight of a product
intended for oral consumption;

(g) Requirements for record keeping by marijuana establishments;

(h) Reasonable restrictions on signage, marketing, display, and advertising;

(i) Procedures for the collection of taxes, fees, and penalties imposed by this chapter;

(j) Procedures and requirements to enable the transfer of a license for a marijuana establishment to another
qualified person and to enable a licensee to move the location of its establishment to another suitable location;

(k) Procedures and requirements to enable a dual licensee to operate medical marijuana establishments and
marijuana establishments at the same location;

(l) Procedures to establish the fair market value at wholesale of marijuana; and

(m) Civil penalties for the failure to comply with any regulation adopted pursuant to this section or for any
violation of the provisions of NRS 453D.300.

1 2. In 2000, the voters amended Nevada’s Constitution to allow for the possession and use
2 of marijuana to treat various medical conditions. Nevada Constitution, Article 4, Section 38(1)(a). The
3 initiative left it to the Legislature to create laws “[a]uthoriz[ing] appropriate methods for supply of the
4 plant to patients authorized to use it.” Nevada Constitution, Article 4, Section 38(1)(e).

5 3. For several years prior to the enactment of BQ2, the regulation of medical marijuana
6 dispensaries had not been taken up by the Legislature. Some have argued in these proceedings that the
7 delay led to the framework of BQ2.

8 4. In 2013, Nevada’s legislature enacted NRS 453A, which allows for the cultivation and
9 sale of medical marijuana. The Legislature described the requirements for the application to open a
10 medical marijuana establishment. NRS 453A.322. The Nevada Legislature then charged the Division of
11 Public and Behavioral Health with evaluating the applications. NRS 453A.328.

12 5. The materials circulated to voters in 2016 for BQ2 described its purpose as the
13 amendment of the Nevada Revised Statutes as follows:
14

15 Shall the *Nevada Revised Statutes* be amended to allow a person, 21 years old or older, to
16 purchase, cultivate, possess, or consume a certain amount of marijuana or concentrated
17 marijuana, as well as manufacture, possess, use, transport, purchase, distribute, or sell marijuana
18 paraphernalia; impose a 15 percent excise tax on wholesale sales of marijuana; require the
19 regulation and licensing of marijuana cultivators, testing facilities, distributors, suppliers, and
20 retailers; and provide for certain criminal penalties?

21 6. BQ2 was enacted by the Nevada Legislature and is codified at NRS 453D.⁶

22 7. BQ2 specifically identified regulatory and public safety concerns:

23 The People of the State of Nevada proclaim that marijuana should be regulated in a manner
24 similar to alcohol so that:

25 (a) Marijuana may only be purchased from a business that is licensed by the State of
26 Nevada;

 (b) Business owners are subject to a review by the State of Nevada to confirm that the
business owners and the business location are suitable to produce or sell marijuana;

 (c) Cultivating, manufacturing, testing, transporting and selling marijuana will be strictly
controlled through State licensing and regulation;

27 ⁶ As the provisions of BQ2 and the sections NRS 453D currently in effect (with the exception of NRS 453D.205) are
28 identical, for ease of reference the Court cites to BQ2 as enacted by the Nevada Legislature in NRS 453D.

- (d) Selling or giving marijuana to persons under 21 years of age shall remain illegal;
(e) Individuals will have to be 21 years of age or older to purchase marijuana;
(f) Driving under the influence of marijuana will remain illegal; and
(g) Marijuana sold in the State will be tested and labeled.

NRS 453D.020(3).

8. BQ2 mandated the DoT to “conduct a background check of each prospective owner, officer, and board member of a marijuana establishment license applicant.” NRS 453D.200(6).

9. On November 8, 2016, by Executive Order 2017-02, Governor Brian Sandoval established a Task Force composed of 19 members to offer suggestions and proposals for legislative, regulatory, and executive actions to be taken in implementing BQ2.

10. The Task Force’s findings, issued on May 30, 2017, referenced the 2014 licensing process for issuing Medical Marijuana Establishment Registration Certificates under NRS 453A. The Task Force recommended that “the qualifications for licensure of a marijuana establishment and the impartial numerically scored bidding process for retail marijuana stores be maintained as in the medical marijuana program except for a change in how local jurisdictions participate in selection of locations.”

11. Some of the Task Force’s recommendations appear to conflict with BQ2.⁷

⁷ The Final Task Force report (Exhibit 2009) contained the following statements:

The Task Force recommends that retail marijuana ownership interest requirements remain consistent with the medical marijuana program. . . .
at 2510.

The requirement identified by the Task Force at the time was contained in NAC 453A.302(1) which states:

Except as otherwise required in subsection 2, the requirements of this chapter concerning owners of medical marijuana establishments only apply to a person with an aggregate ownership interest of 5 percent or more in a medical marijuana establishment.

The second recommendation of concern is:

The Task Force recommends that NRS 453A be changed to address companies that own marijuana establishment licenses in which there are owners with less than 5% ownership interest in the company. The statute should be amended to:

*Limit fingerprinting, background checks and renewal of agent cards to owners officers and board members with 5% or less cumulatively of the company to once every five years;

*Only require owners officers and board members with 5% or more cumulatively and employees of the company to obtain agent registration cards; and

12. During the 2017 legislative session Assembly Bill 422 transferred responsibility for the registration, licensing, and regulation of marijuana establishments from the State of Nevada Division of Public and Behavioral Health to the DoT.⁸

13. On February 27, 2018, the DoT adopted regulations governing the issuance, suspension, or revocation of retail recreational marijuana licenses in LCB File No. R092-17, which were codified in NAC 453D (the "Regulations").

14. The Regulations for licensing were to be "directly and demonstrably related to the operation of a marijuana establishment." NRS 453D.200(1)(b). The phrase "directly and demonstrably related to the operation of a marijuana establishment" is subject to more than one interpretation.

*Use the marijuana establishments governing documents to determine who has approval rights and signatory authority for purposes of signing ownership transfers, applications and any other appropriate legal or regulatory documents.

There was Task Force dissent on the recommendation. The concern with this recommendation was that by changing the requirements on fingerprinting and background checks, the state would have less knowledge of when an owner, officer, and board member commits an offense not allowed under current marijuana law, potentially creating a less safe environment in the state.
at 2515-2516.

⁸ Those provisions (a portion of which became NRS 453D.205) are consistent with BQ2:

1. When conducting a background check pursuant to subsection 6 of NRS 453D.200, the Department may require each prospective owner, officer and board member of a marijuana establishment license applicant to submit a complete set of fingerprints and written permission authorizing the Department to forward the fingerprints to the Central Repository for Nevada Records of Criminal History for submission to the Federal Bureau of Investigation for its report.

2. When determining the criminal history of a person pursuant to paragraph (c) of subsection 1 of NRS 453D.300, a marijuana establishment may require the person to submit to the Department a complete set of fingerprints and written permission authorizing the Department to forward the fingerprints to the Central Repository for Nevada Records of Criminal History for submission to the Federal Bureau of Investigation for its report.

1 15. A person holding a medical marijuana establishment registration certificate could apply
2 for one or more recreational marijuana establishment licenses within the time set forth by the DoT in
3 the manner described in the application. NAC 453D.268.⁹

4
5 ⁹ Relevant portions of that provision require that application be made

6 . . . by submitting an application in response to a request for applications issued pursuant to NAC 453D.260 which
7 must include:

8 ***

9 2. An application on a form prescribed by the Department. The application must include, without limitation:

10 (a) Whether the applicant is applying for a license for a marijuana establishment for a marijuana cultivation
11 facility, a marijuana distributor, a marijuana product manufacturing facility, a marijuana testing facility or a retail
12 marijuana store;

13 (b) The name of the proposed marijuana establishment, as reflected in both the medical marijuana establishment
14 registration certificate held by the applicant, if applicable, and the articles of incorporation or other documents filed
15 with the Secretary of State;

16 (c) The type of business organization of the applicant, such as individual, corporation, partnership, limited-liability
17 company, association or cooperative, joint venture or any other business organization;

18 (d) Confirmation that the applicant has registered with the Secretary of State as the appropriate type of business,
19 and the articles of incorporation, articles of organization or partnership or joint venture documents of the applicant;

20 (e) The physical address where the proposed marijuana establishment will be located and the physical address of
21 any co-owned or otherwise affiliated marijuana establishments;

22 (f) The mailing address of the applicant;

23 (g) The telephone number of the applicant;

24 (h) The electronic mail address of the applicant;

25 (i) A signed copy of the Request and Consent to Release Application Form for Marijuana Establishment License
26 prescribed by the Department;

27 (j) If the applicant is applying for a license for a retail marijuana store, the proposed hours of operation during
28 which the retail marijuana store plans to be available to sell marijuana to consumers;

(k) An attestation that the information provided to the Department to apply for the license for a marijuana
establishment is true and correct according to the information known by the affiant at the time of signing; and

(l) The signature of a natural person for the proposed marijuana establishment as described in subsection 1 of NAC
453D.250 and the date on which the person signed the application.

3. Evidence of the amount of taxes paid, or other beneficial financial contributions made, to this State or its
political subdivisions within the last 5 years by the applicant or the persons who are proposed to be owners, officers
or board members of the proposed marijuana establishment.

4. A description of the proposed organizational structure of the proposed marijuana establishment, including,
without limitation:

(a) An organizational chart showing all owners, officers and board members of the proposed marijuana
establishment;

(b) A list of all owners, officers and board members of the proposed marijuana establishment that contains the
following information for each person:

(1) The title of the person;

(2) The race, ethnicity and gender of the person;

(3) A short description of the role in which the person will serve for the organization and his or her
responsibilities;

(4) Whether the person will be designated by the proposed marijuana establishment to provide written notice to
the Department when a marijuana establishment agent is employed by, volunteers at or provides labor as a
marijuana establishment agent at the proposed marijuana establishment;

(5) Whether the person has served or is currently serving as an owner, officer or board member for another
medical marijuana establishment or marijuana establishment;

(6) Whether the person has served as an owner, officer or board member for a medical marijuana establishment
or marijuana establishment that has had its medical marijuana establishment registration certificate or license, as
applicable, revoked;

1 NRS 453D.210(6) mandated the DoT to use “an impartial and numerically scored competitive bidding
2 process” to determine successful applicants where competing applications were submitted.

3 16. NAC 453D.272(1) provides the procedure for when the DoT receives more than one
4 “complete” application. Under this provision the DoT will determine if the “application is complete and

5 (7) Whether the person has previously had a medical marijuana establishment agent registration card or
6 marijuana establishment agent registration card revoked;

7 (8) Whether the person is an attending provider of health care currently providing written documentation for the
8 issuance of registry identification cards or letters of approval;

9 (9) Whether the person is a law enforcement officer;

10 (10) Whether the person is currently an employee or contractor of the Department; and

11 (11) Whether the person has an ownership or financial investment interest in any other medical marijuana
12 establishment or marijuana establishment.

13 5. For each owner, officer and board member of the proposed marijuana establishment:

14 (a) An attestation signed and dated by the owner, officer or board member that he or she has not been convicted of
15 an excluded felony offense, and that the information provided to support the application for a license for a
16 marijuana establishment is true and correct;

17 (b) A narrative description, not to exceed 750 words, demonstrating:

18 (1) Past experience working with governmental agencies and highlighting past experience in giving back to the
19 community through civic or philanthropic involvement;

20 (2) Any previous experience at operating other businesses or nonprofit organizations; and

21 (3) Any demonstrated knowledge, business experience or expertise with respect to marijuana; and

22 (c) A resume.

23 6. Documentation concerning the size of the proposed marijuana establishment, including, without limitation,
24 building and general floor plans with supporting details.

25 7. The integrated plan of the proposed marijuana establishment for the care, quality and safekeeping of marijuana
26 from seed to sale, including, without limitation, a plan for testing and verifying marijuana, a transportation or
27 delivery plan and procedures to ensure adequate security measures, including, without limitation, building security
28 and product security.

8. A plan for the business which includes, without limitation, a description of the inventory control system of the
proposed marijuana establishment to satisfy the requirements of NRS 453D.300 and NAC 453D.426.

9. A financial plan which includes, without limitation:

(a) Financial statements showing the resources of the applicant;

(b) If the applicant is relying on money from an owner, officer or board member, evidence that the person has
unconditionally committed such money to the use of the applicant in the event the Department awards a license to
the applicant and the applicant obtains the necessary approvals from the locality to operate the proposed marijuana
establishment; and

(c) Proof that the applicant has adequate money to cover all expenses and costs of the first year of operation.

10. Evidence that the applicant has a plan to staff, educate and manage the proposed marijuana establishment on a
daily basis, which must include, without limitation:

(a) A detailed budget for the proposed marijuana establishment, including pre-opening, construction and first-year
operating expenses;

(b) An operations manual that demonstrates compliance with this chapter;

(c) An education plan which must include, without limitation, providing educational materials to the staff of the
proposed marijuana establishment; and

(d) A plan to minimize the environmental impact of the proposed marijuana establishment.

11. If the application is submitted on or before November 15, 2018, for a license for a marijuana distributor,
proof that the applicant holds a wholesale dealer license issued pursuant to chapter 369 of NRS, unless the
Department determines that an insufficient number of marijuana distributors will result from this limitation.

12. A response to and information which supports any other criteria the Department determines to be relevant,
which will be specified and requested by the Department at the time the Department issues a request for
applications which includes the point values that will be allocated to the applicable portions of the application
pursuant to subsection 2 of NAC 453D.260.

1 in compliance with this chapter and Chapter 453D of NRS, the Department will rank the applications . .
2 . in order from first to last based on the compliance with the provisions of this chapter and chapter
3 453D of NRS and on the content of the applications relating to . . .” several enumerated factors. NAC
4 453D.272(1).

5 17. The factors set forth in NAC 453D.272(1) that are used to rank competing applications
6 (collectively, the “Factors”) are:

- 7 (a) Whether the owners, officers or board members have experience operating another kind
8 of business that has given them experience which is applicable to the operation of a marijuana
9 establishment;
10 (b) The diversity of the owners, officers or board members of the proposed marijuana
11 establishment;
12 (c) The educational achievements of the owners, officers or board members of the proposed
13 marijuana establishment;
14 (d) The financial plan and resources of the applicant, both liquid and illiquid;
15 (e) Whether the applicant has an adequate integrated plan for the care, quality and
16 safekeeping of marijuana from seed to sale;
17 (f) The amount of taxes paid and other beneficial financial contributions, including, without
18 limitation, civic or philanthropic involvement with this State or its political subdivisions, by the
19 applicant or the owners, officers or board members of the proposed marijuana establishment;
20 (g) Whether the owners, officers or board members of the proposed marijuana establishment
21 have direct experience with the operation of a medical marijuana establishment or marijuana
22 establishment in this State and have demonstrated a record of operating such an establishment in
23 compliance with the laws and regulations of this State for an adequate period of time to
24 demonstrate success;
25 (h) The (unspecified) experience of key personnel that the applicant intends to employ in
26 operating the type of marijuana establishment for which the applicant seeks a license; and
27 (i) Any other criteria that the Department determines to be relevant.

28 18. Each of the Factors is within the DoT’s discretion in implementing the application
process provided for in BQ2. The DoT had a good-faith basis for determining that each of the Factors
is “directly and demonstrably related to the operation of a marijuana establishment.”

19 19. The DoT posted the application on its website and released the application for
20 recreational marijuana establishment licenses on July 6, 2018.¹⁰

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28 ¹⁰ The DoT made a change to the application after circulating the first version of the application to delete the
requirement of a physical location. The modification resulted in a different version of the application bearing the same
“footer” with the original version remaining available on the DoT’s website.

1 20. The DoT utilized a question and answer process through a generic email account at
2 marijuana@tax.state.nv.us to allow applicants to ask questions and receive answers directly from the
3 Department, which were not consistent with NRS 453D, and that information was not further
4 disseminated by the DoT to other applicants.

5 21. In addition to the email question and answer process, the DoT permitted applicants and
6 their representatives to personally contact the DoT staff about the application process.

7 22. The application period ran from September 7, 2018 through September 20, 2018.

8 23. The DoT accepted applications in September 2018 for retail recreational marijuana
9 licenses and announced the award of conditional licenses in December 2018.

10 24. The DoT used a listserv to communicate with prospective applicants.

11 25. The DoT published a revised application on July 30, 2018. This revised application was
12 sent to all participants in the DoT's listserv directory. The revised application modified a sentence on
13 attachment A of the application. Prior to this revision, the sentence had read, "Marijuana
14 Establishment's proposed physical address (this must be a Nevada address and cannot be a P.O. Box)."
15 The revised application on July 30, 2018, read: "Marijuana Establishment's proposed physical address
16 if the applicant owns property or has secured a lease or other property agreement (this must be a
17 Nevada address and not a P.O. Box). Otherwise, the applications are virtually identical.

18 26. The DoT sent a copy of the revised application through the listserv service used by the
19 DoT. Not all Plaintiffs' correct emails were included on this listserv service.

20 27. The July 30, 2018 application, like its predecessor, described how applications were to
21 be scored. The scoring criteria was divided into identified criteria and non-identified criteria. The
22 maximum points that could be awarded to any applicant based on these criteria was 250 points.

23 28. The identified criteria consisted of organizational structure of the applicant (60 points);
24 evidence of taxes paid to the State of Nevada by owners, officers, and board members of the applicant
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1 in the last 5 years (25 points); a financial plan (30 points); and documents from a financial institution
2 showing unencumbered liquid assets of \$250,000 per location for which an application is submitted.

3 29. The non-identified criteria consisted of documentation concerning the integrated plan of
4 the proposed marijuana establishment for the care, quality and safekeeping of marijuana from seed to
5 sale (40 points); evidence that the applicant has a plan to staff, educate and manage the proposed
6 recreational marijuana establishment on a daily basis (30 points); a plan describing operating
7 procedures for the electronic verification system of the proposed marijuana establishment and
8 describing the proposed establishment's inventory control system (20 points); building plans showing
9 the proposed establishment's adequacy to serve the needs of its customers (20 points); and, a proposal
10 explaining likely impact of the proposed marijuana establishment in the community and how it will
11 meet customer needs (15 points).
12

13 30. An applicant was permitted to submit a single application for all jurisdictions in which it
14 was applying, and the application would be scored at the same time.
15

16 31. By September 20, 2018, the DoT received a total of 462 applications.

17 32. In order to grade and rank the applications the DoT posted notices that it was seeking to
18 hire individuals with specified qualifications necessary to evaluate applications. The DoT interviewed
19 applicants and made decisions on individuals to hire for each position.

20 33. When decisions were made on who to hire, the individuals were notified that they would
21 need to register with "Manpower" under a pre-existing contract between the DoT and that company.
22 Individuals would be paid through Manpower, as their application-grading work would be of a
23 temporary nature.
24

25 34. The DoT identified, hired, and trained eight individuals to grade the applications,
26 including three to grade the identified portions of the applications, three to grade the non-identified
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1 portions of the applications, and one administrative assistant for each group of graders (collectively the
2 “Temporary Employees”).

3 35. It is unclear how the DoT trained the Temporary Employees. While portions of the
4 training materials were introduced into evidence, testimony regarding the oral training based upon
5 example applications was insufficient for the Court to determine the nature and extent of the training of
6 the Temporary Employees.¹¹

7 36. NAC 453D.272(1) required the DoT to determine that an Application is “complete and
8 in compliance” with the provisions of NAC 453D in order to properly apply the licensing criteria set
9 forth therein and the provisions of the Ballot Initiative and the enabling statute.

10 37. When the DoT received applications, it undertook no effort to determine if the
11 applications were in fact “complete and in compliance.”

12 38. In evaluating whether an application was “complete and in compliance” the DoT made
13 no effort to verify owners, officers or board members (except for checking whether a transfer request
14 was made and remained pending before the DoT).

15 39. For purposes of grading the applicant’s organizational structure and diversity, if an
16 applicant’s disclosure in its application of its owners, officers, and board members did not match the
17 DoT’s own records, the DoT did not penalize the applicant. Rather the DoT permitted the grading, and
18 in some cases, awarded a conditional license to an applicant under such circumstances, and dealt with
19 the issue by simply informing the winning applicant that its application would have to be brought into
20 conformity with DoT records.

21 40. The DoT created a Regulation that modified the mandatory BQ2 provision “[t]he
22 Department shall conduct a background check of each prospective owner, officer, and board member of
23 a marijuana establishment license applicant” and determined it would only require information on the
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28 ¹¹ Given the factual issues related to the grading raised by MM and LivFree, these issues may be subject to additional
evidentiary proceedings in the assigned department.

1 application from persons “with an aggregate ownership interest of 5 percent or more in a marijuana
2 establishment.” NAC 453D.255(1).

3 41. NRS 453D.200(6) provides that “[t]he DoT shall conduct a background check of each
4 prospective owner, officer, and board member of a marijuana establishment license applicant.” The
5 DoT departed from this mandatory language in NAC 453D.255(1) and made no attempt in the
6 application process to verify that the applicant’s complied with the mandatory language of the BQ2 or
7 even the impermissibly modified language.

8 42. The DoT made the determination that it was not reasonable to require industry to
9 provide every owner of a prospective licensee. The DOT’s determination that only owners of a 5% or
10 greater interest in the business were required to submit information on the application was not a
11 permissible regulatory modification of BQ2. This determination violated Article 19, Section 3 of the
12 Nevada Constitution. The determination was not based on a rational basis.

13 43. The limitation of “unreasonably impracticable” in BQ2¹² does not apply to the
14 mandatory language of BQ2, but to the Regulations which the DoT adopted.

15 44. The adoption of NAC 453D.255(1), as it applies to the application process is an
16 unconstitutional modification of BQ2.¹³ The failure of the DoT to carry out the mandatory provisions
17 of NRS 453D.200(6) is fatal to the application process.¹⁴ The DoT’s decision to adopt regulations in
18 direct violation of BQ2’s mandatory application requirements is violative of Article 19, Section 2(3) of
19 the Nevada Constitution.

20
21
22 ¹² NRS 453D.200(1) provides in part:

23 The regulations must not prohibit the operation of marijuana establishments, either expressly or through regulations
24 that make their operation unreasonably impracticable.

25 ¹³ For administrative and regulatory proceedings other than the application, the limitation of 5% or greater ownership
26 appears within the DoT’s discretion.

27 ¹⁴ That provision states:

28 6. The Department shall conduct a background check of each prospective owner, officer, and board member of a
marijuana establishment license applicant.

1 45. Given the lack of a robust investigative process for applicants, the requirement of the
2 background check for each prospective owner, officer, and board member as part of the application
3 process impedes an important public safety goal in BQ2.

4 46. Without any consideration as to the voters mandate in BQ2, the DoT determined that
5 requiring each prospective owner be subject to a background check was too difficult for
6 implementation by industry. This decision was a violation of the Nevada Constitution, an abuse of
7 discretion, and arbitrary and capricious.

8 47. The DoT did not comply with BQ2 by requiring applicants to provide information for
9 each prospective owner, officer and board member or verify the ownership of applicants applying for
10 retail recreational marijuana licenses. Instead the DoT issued conditional licenses to applicants who
11 did not identify each prospective owner, officer and board member.¹⁵

12 48. The DoT's late decision to delete the physical address requirement on some application
13 forms while not modifying those portions of the application that were dependent on a physical location
14 (i.e. floor plan, community impact, security plan, and the sink locations) after the repeated
15 communications by an applicant's agent; not effectively communicating the revision; and, leaving the
16 original version of the application on the website, is evidence of conduct that is a serious issue.

17 49. Pursuant to NAC 453D.295, the winning applicants received a conditional license that
18 will not be finalized unless within twelve months of December 5, 2018, the licensees receive a final
19 inspection of their marijuana establishment.
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25 ¹⁵ Some applicants apparently provided the required information for each prospective owner, officer and board
26 member. Accepting as truthful these applicants' attestations regarding who their owners, officers, and board members were
27 at the time of the application, these applications were complete at the time they were filed with reference to NRS
28 453D.200(6). These entities are Green Therapeutics LLC, Eureka NewGen Farms LLC, Circle S Farms LLC, Deep Roots
Medical LLC, Pure Tonic Concentrates LLC, Wellness Connection of Nevada LLC, Polaris Wellness Center LLC, and
TRNVP098 LLC, Clear River LLC, Cheyenne Medical LLC, Essence Tropicana LLC, Essence Henderson LLC, and
Commerce Park Medical LLC. See Court Exhibit 3 (post-hearing submission by the DoT).

50. The few instances of clear mistakes made by the Temporary Employees admitted in evidence do not, in and of themselves, result in an unfair process as human error occurs in every process.

51. Nothing in NRS 453D or NAC 453D provides for any right to an appeal or review of a decision denying an application for a retail recreational marijuana license.

52. There are an extremely limited number of licenses available for the sale of recreational marijuana.

53. The number of licenses available was set by BQ2 and is contained in NRS 453D.210(5)(d).

54. Since the Court does not have authority to order additional licenses in particular jurisdictions, and because there are a limited number of licenses that are available in certain jurisdictions, injunctive relief is necessary to permit the Plaintiffs, if successful in the NRS 453D.210(6) process, to actually obtaining a license, if ultimately successful in this litigation.

55. The secondary market for the transfer of licenses is limited.¹⁶

56. If any findings of fact are properly conclusions of law, they shall be treated as if appropriately identified and designated.

CONCLUSIONS OF LAW

57. “Any person...whose rights, status or other legal relations are affected by a statute, municipal ordinance, contract or franchise, may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract or franchise and obtain a declaration of rights, status or other legal relations thereunder.” NRS 30.040.

58. A justiciable controversy is required to exist prior to an award of declaratory relief. *Doe v. Bryan*, 102 Nev. 523, 525, 728 P.2d 443, 444 (1986).

¹⁶ The testimony elicited during the evidentiary hearing established that multiple changes in ownership have occurred since the applications were filed. Given this testimony, simply updating the applications previously filed would not comply with BO2.

1 59. NRS 33.010 governs cases in which an injunction may be granted. The applicant must
2 show (1) a likelihood of success on the merits; and (2) a reasonable probability that the non-moving
3 party's conduct, if allowed to continue, will cause irreparable harm for which compensatory damage is
4 an inadequate remedy.

5 60. Plaintiffs have the burden to demonstrate that the DoT's conduct, if allowed to continue,
6 will result in irreparable harm for which compensatory damages is an inadequate remedy.

7 61. The purpose of a preliminary injunction is to preserve the *status quo* until the matter can
8 be litigated on the merits.

9 62. In *City of Sparks v. Sparks Mun. Court*, the Supreme Court explained, "[a]s a
10 constitutional violation may be difficult or impossible to remedy through money damages, such a
11 violation may, by itself, be sufficient to constitute irreparable harm." 129 Nev. 348, 357, 302 P.3d
12 1118, 1124 (2013).

13 63. Article 19, Section 2 of the Constitution of the State of Nevada provides, in pertinent
14 part:
15

16 "1. Notwithstanding the provisions of section 1 of article 4 of this constitution, but subject to the
17 limitations of section 6 of this article, **the people reserve to themselves the power to propose,**
18 **by initiative petition, statutes and amendments to statutes and amendments to this**
19 **constitution, and to enact or reject them at the polls.**

20 ...

21 3. If the initiative petition proposes a statute or an amendment to a statute, the person who
22 intends to circulate it shall file a copy with the secretary of state before beginning circulation
23 and not earlier than January 1 of the year preceding the year in which a regular session of the
24 legislature is held. After its circulation, it shall be filed with the secretary of state not less than
25 30 days prior to any regular session of the legislature. The circulation of the petition shall cease
26 on the day the petition is filed with the secretary of state or such other date as may be prescribed
27 for the verification of the number of signatures affixed to the petition, whichever is earliest. The
28 secretary of state shall transmit such petition to the legislature as soon as the legislature
convenes and organizes. The petition shall take precedence over all other measures except
appropriation bills, and the statute or amendment to a statute proposed thereby shall be enacted
or rejected by the legislature without change or amendment within 40 days. If the proposed
statute or amendment to a statute is enacted by the legislature and approved by the governor in
the same manner as other statutes are enacted, such statute or amendment to a statute shall
become law, but shall be subject to referendum petition as provided in section 1 of this article.

1 If the statute or amendment to a statute is rejected by the legislature, or if no action is taken
2 thereon within 40 days, the secretary of state shall submit the question of approval or
3 disapproval of such statute or amendment to a statute to a vote of the voters at the next
4 succeeding general election. If a majority of the voters voting on such question at such election
5 votes approval of such statute or amendment to a statute, it shall become law and take effect
6 upon completion of the canvass of votes by the supreme court. **An initiative measure so
approved by the voters shall not be amended, annulled, repealed, set aside or suspended
by the legislature within 3 years from the date it takes effect.**

6 (Emphasis added.)

7 64. The Nevada Supreme Court has recognized that “[i]nitiative petitions must be kept
8 substantively intact; otherwise, the people’s voice would be obstructed. . . [I]nitiative legislation is not
9 subject to judicial tampering-the substance of an initiative petition should reflect the unadulterated will
10 of the people and should proceed, if at all, as originally proposed and signed. For this reason, our
11 constitution prevents the Legislature from changing or amending a proposed initiative petition that is
12 under consideration.” Rogers v. Heller, 117 Nev. 169, 178, 18 P.3d 1034,1039–40 (2001).

14 65. BQ2 provides, “the Department shall adopt all regulations necessary or convenient to
15 carry out the provisions of this chapter.” NRS 453D.200(1). This language does not confer upon the
16 DoT unfettered or unbridled authority to do whatever it wishes without constraint. The DoT was not
17 delegated the power to legislate amendments because this is initiative legislation. The Legislature itself
18 has no such authority with regard to NRS 453D until three years after its enactment under the
19 prohibition of Article 19, Section 2 of the Constitution of the State of Nevada.

21 66. Where, as here, amendment of a voter-initiated law is temporally precluded from
22 amendment for three years, the administrative agency may not modify the law.

23 67. NRS 453D.200(1) provides that “the Department shall adopt all regulations necessary or
24 convenient to carry out the provisions of this chapter.” The Court finds that the words “necessary or
25 convenient” are susceptible to at least two reasonable interpretations. This limitation applies only to
26 Regulations adopted by the DoT.

1 68. While the category of diversity is not specifically included in the language of BQ2, the
2 evidence presented in the hearing demonstrates that a rational basis existed for the inclusion of this
3 category in the Factors and the application.

4 69. The DoT's inclusion of the diversity category was implemented in a way that created a
5 process which was partial and subject to manipulation by applicants.

6 70. The DoT staff provided various applicants with different information as to what would
7 be utilized from this category and whether it would be used merely as a tiebreaker or as a substantive
8 category.

9 71. Based upon the evidence adduced, the Court finds that the DoT selectively discussed
10 with applicants or their agents the modification of the application related to physical address
11 information.

12 72. The process was impacted by personal relationships in decisions related to the
13 requirements of the application and the ownership structures of competing applicants. This in and of
14 itself is insufficient to void the process as urged by some of the Plaintiffs.

15 73. The DoT disseminated various versions of the 2018 Retail Marijuana Application, one
16 of which was published on the DoT's website and required the applicant to provide an actual physical
17 Nevada address for the proposed marijuana establishment, and not a P.O. Box, (*see* Exhibit 5), whereas
18 an alternative version of the DoT's application form, which was not made publicly available and was
19 distributed to some, but not all, of the applicants via a DoT listserv service, deleted the requirement that
20 applicants disclose an actual physical address for their proposed marijuana establishment. *See* Exhibit
21 5A.

22 74. The applicants were applying for conditional licensure, which would last for 1 year.
23 NAC 453D.282. The license was conditional based on the applicant's gaining approval from local
24

1 authorities on zoning and land use, the issuance of a business license, and the Department of Taxation
2 inspections of the marijuana establishment.

3 75. The DoT has only awarded conditional licenses which are subject to local government
4 approval related to zoning and planning and may approve a location change of an existing license, the
5 public safety aspects of the failure to require an actual physical address can be cured prior to the award
6 of a final license.

7 76. By selectively eliminating the requirement to disclose an actual physical address for
8 each and every proposed retail recreational marijuana establishment, the DoT limited the ability of the
9 Temporary Employees to adequately assess graded criteria such as (i) prohibited proximity to schools
10 and certain other public facilities, (ii) impact on the community, (iii) security, (iv) building plans, and
11 (v) other material considerations prescribed by the Regulations.

12 77. The hiring of Temporary Employees was well within the DoT's discretionary power.

13 78. The evidence establishes that the DoT failed to properly train the Temporary
14 Employees. This is not an appropriate basis for the requested injunctive relief unless it makes the
15 grading process unfair.

16 79. The DoT failed to establish any quality assurance or quality control of the grading done
17 by Temporary Employees.¹⁷ This is not an appropriate basis for the requested injunctive relief unless it
18 makes the grading process unfair.

19 80. The DoT made licensure conditional for one year based on the grant of power to create
20 regulations that develop "[p]rocedures for the issuance, renewal, suspension, and revocation of a
21 license to operate a marijuana establishment." NRS 453D.200(1)(a). This was within the DoT's
22 discretion.

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28 ¹⁷ The Court makes no determination as to the extent which the grading errors alleged by MM and Live Free may be
subject to other appropriate writ practice related to those individualized issues by the assigned department.

1 81. Certain of DoT's actions related to the licensing process were nondiscretionary
2 modifications of BQ2's mandatory requirements. The evidence establishes DoT's deviations
3 constituted arbitrary and capricious conduct without any rational basis for the deviation.

4 82. The DoT's decision to not require disclosure on the application and to not conduct
5 background checks of persons owning less than 5% prior to award of a conditional license is an
6 impermissible deviation from the mandatory language of BQ2, which mandated "a background check
7 of each prospective owner, officer, and board member of a marijuana establishment license applicant."
8 NRS 453D.200(6).
9

10 83. The argument that the requirement for each owner to comply with the application
11 process and background investigation is "unreasonably impracticable" is misplaced. The limitation of
12 unreasonably impracticable applied only to the Regulations not to the language and compliance with
13 BQ2 itself.
14

15 84. Under the circumstances presented here, the Court concludes that certain of the
16 Regulations created by the DoT are unreasonable, inconsistent with BQ2 and outside of any discretion
17 permitted to the DoT.

18 85. The DoT acted beyond its scope of authority when it arbitrarily and capriciously
19 replaced the mandatory requirement of BQ2, for the background check of each prospective owner,
20 officer and board member with the 5% or greater standard in NAC 453.255(1). This decision by the
21 DoT was not one they were permitted to make as it resulted in a modification of BQ2 in violation of
22 Article 19, Section 2(3) of the Nevada Constitution.
23

24 86. As Plaintiffs have shown that the DoT clearly violated NRS Chapter 453D, the claims
25 for declaratory relief, petition for writ of prohibition, and any other related claims is likely to succeed
26 on the merits.

27 87. The balance of equities weighs in favor of Plaintiffs.
28

1 88. “[N]o restraining order or preliminary injunction shall issue except upon the giving of
2 adequate security by the applicant, in such sum as the court deems proper, for the payment of such
3 costs and damages as may be incurred or suffered by any party who is found to be wrongfully enjoined
4 or restrained.” NRCp 65(d).

5 89. The DoT stands to suffer no appreciable losses and will suffer only minimal harm as a
6 result of an injunction.

7 90. Therefore, a security bond already ordered in the amount of \$400,000 is sufficient for
8 the issuance of this injunctive relief.¹⁸

9 91. If any conclusions of law are properly findings of fact, they shall be treated as if
10 appropriately identified and designated.
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27 ¹⁸ As discussed during the preliminary injunction hearing, the Court sets a separate evidentiary hearing on whether to
28 increase the amount of this bond. That hearing is set for August 29, 2019, at 9:00 a.m.

ORDER

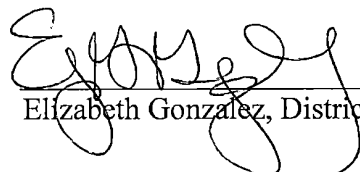
IT IS HEREBY ADJUDGED ORDERED AND DECREED that Plaintiffs' Motions for Preliminary Injunction are granted in part.

The State is enjoined from conducting a final inspection of any of the conditional licenses issued in or about December 2018 who did not provide the identification of each prospective owner, officer and board member as required by NRS 453D.200(6) pending a trial on the merits.¹⁹

The issue of whether to increase the existing bond is set for hearing on August 29, 2019, at 9:00 am.

The parties in A786962 and A787004 are to appear for a Rule 16 conference September 9, 2019, at 9:00 am and submit their respective plans for discovery on an expedited schedule by noon on September 6, 2019.

DATED this 23rd day of August 2019.


Elizabeth Gonzalez, District Court Judge

Certificate of Service

I hereby certify that on the date filed, this Order was electronically served, pursuant to N.E.F.C.R. Rule 9, to all registered parties in the Eighth Judicial District Court Electronic Filing Program.


Dan Kutinac

¹⁹ As Court Exhibit 3 is a post-hearing submission by the DoT, the parties may file objections and/or briefs related to this issue. Any issues related to the inclusion or exclusion from this group will be heard August 29, 2019, at 9:00 am.

EXHIBIT B

EXHIBIT B

DOT/CCB000026

A P P E A R A N C E S

FOR THE PLAINTIFFS:

ADAM K. BULT, ESQ.
SIGAL CHATTAH, ESQ.
PETER S. CHRISTIANSEN, ESQ.
NICOLAS R. DONATH, ESQ.
MARK S. DZARNOSKI, ESQ.
MAXIMILIEN D. FETAZ, ESQ.
DOMINIC P. GENTILE, ESQ.
WILLIAM S. KEMP, ESQ.
A. WILLIAM MAUPIN, ESQ.
ROSS J. MILLER, ESQ.
THEODORE PARKER, III, ESQ.
JAMES W. PUZEY, ESQ.
NATHANAEL R. RULIS, ESQ.
CRAIG D. SLATER, ESQ.
STEPHANIE J. SMITH, ESQ.
AMY L. SUGDEN, ESQ.

FOR THE DEFENSE:

STEVEN G. SHEVORSKI, ESQ.
AKKE LEVIN, ESQ.
TODD L. BICE, ESQ.
JENNIFER L. BRASTER, ESQ.
CLARENCE E. GAMBLE, ESQ.
J. RUSTY GRAF, ESQ.
JOSEPH A. GUTIERREZ, ESQ.
RICK R. HSU, ESQ.
JARED B. KAHN, ESQ.
DAVID R. KOCH, ESQ.
KIRILL V. MIKHAYLOV, ESQ.
JOSEPH N. MOTT, ESQ.
DENNIS M. PRINCE, ESQ.
CHRISTOPHER L. ROSE, ESQ.
JOEL Z. SCHWARZ, ESQ.
ANDREW J. SHARPLES, ESQ.
ALINA M. SHELL, ESQ.
JORDAN T. SMITH, ESQ.
RICHARD D. WILLIAMSON, ESQ.

ALSO PRESENT:

DIANE L. WELCH, ESQ.
For Jorge Pupo

JD Reporting, Inc.

I N D E X

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1 **LAS VEGAS, CLARK COUNTY, NEVADA, AUGUST 17, 2020, 9:28 A.M.**

2 *** * * * ***

3 THE COURT: -- a couple of housekeeping matters,
4 Counsel. I received in my inbox two orders that do not include
5 signatures or email indications of agreement from all counsel.
6 So I'm going to ask if there's an objection. One is an order
7 denying ex parte application for a TRO and motion for
8 preliminary injunction related to the settlement.

9 Was there an objection to that order which was
10 submitted by Mr. Koch?

11 MR. SHEVORSKI: No objection from the State on
12 Mr. Koch's.

13 THE COURT: Ms. Sugden? Ms. Chattah? Mr. Gentile?

14 UNIDENTIFIED SPEAKER: We're good.

15 THE COURT: Okay. So I will have that one processed.
16 And the other order that was submitted is from Mr. Gentile's
17 office as in the order denying Mr. Koch's motion for summary
18 judgment based on the internal audit final report.

19 Was there any objection to that order?

20 MR. KOCH: No objection.

21 THE COURT: All right. I'll have Dan do whatever it
22 is he does to those to make them get filed.

23 Are there any other housekeeping matters before I go
24 to the motions this morning?

25 (No audible response.)

 JD Reporting, Inc.

1 THE COURT: Then I'm going to start with Ms. Sugden's
2 motion to strike.

3 MS. SUGDEN: Good morning, Your Honor.

4 THE COURT: Good morning.

5 MS. SUGDEN: First and foremost, I believe that you
6 actually specified that any time the D.O.T. would like to
7 reclassify the tiers that it would need to file a motion to do
8 so. I cited in my reply the transcript and provided excerpts
9 thereof from the August 29th, 2019, hearing that said,

10 Specifically, any request for
11 modification by the State, upon the State's
12 review of the applications that were
13 submitted by the applicants during the
14 application period will be submitted by
15 motion by the State. And then all of you
16 have an opportunity to submit any briefs and
17 any argument you think is appropriate.

18 I believe right there we could stop; however, there's
19 other reasons as well. And the fact that I believe the D.O.T.
20 knew and was cognizant of this requirement by Your Honor, and
21 that is why they put that requirement in their settlement
22 agreement, that if they wanted to reclassify the tiers they
23 needed to submit a motion. That is again specifically set
24 forth in their agreement.

25 Finally, I believe that there's a discrepancy about

JD Reporting, Inc.

1 whether or not Your Honor's May 15th, 2020, decision on
2 Nevada's Wellness Center's motion for summary judgment, in
3 fact, makes the preliminary injunction permanent.

4 THE COURT: Not yet. It will after I issue findings
5 of fact on this hearing because it's a partial summary judgment
6 related to this hearing. So it'll be incorporated in the
7 findings of fact and conclusions of law that I will ultimately
8 issue someday soon.

9 MS. SUGDEN: Thank you, Your Honor.

10 THE COURT: After you guys do whatever it is you're
11 doing. Right now I have a preliminary injunction that's in
12 place.

13 MS. SUGDEN: Okay. With all due respect then, I
14 believe that it still is premature to try and reclassify the
15 tiers for the reason I set forth. If you have any questions,
16 otherwise I believe we've set everything clearly out in our
17 pleadings.

18 THE COURT: Thank you.

19 MS. SUGDEN: Thanks.

20 THE COURT: Mr. Shevorski.

21 Thank you for wiping down, Ms. Sugden.

22 MS. SUGDEN: You're welcome. I do believe that
23 Mr. Maupin may have something on behalf of --

24 THE COURT: Justice Maupin, do you have anything on
25 behalf of TGIG?

JD Reporting, Inc.

1 MR. MAUPIN: No. I think we've said everything we
2 need to say in our -- our points and authorities.

3 THE COURT: All right. Thank you.

4 Ms. Sugden is wiping down the lectern, and then
5 Mr. Shevorski will come up and argue.

6 MS. SUGDEN: I got a few too many.

7 THE COURT: It's all right. It's our last day,
8 hopefully, and --

9 MS. SUGDEN: I'll keep them for my table too up
10 front. Thank you.

11 THE COURT: All right.

12 Mr. Shevorski.

13 MR. SHEVORSKI: Thank you, Your Honor.

14 THE COURT: After the stress of dropping off a child
15 for the first day of school, this proceeding today should be
16 nothing.

17 MR. SHEVORSKI: It is known as tugging at me. It's a
18 good thing. No one is crying, including me.

19 THE COURT: Who just joined us?

20 (No audible response.)

21 THE COURT: Can you put us on mute if you're on the
22 phone, please.

23 All right. Please continue, Mr. Shevorski.

24 MR. SHEVORSKI: Thank you, Your Honor.

25 The tier system was created by the Department based

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1 upon its review of the applications at that time in 2019. The
2 Department, after observing what has happened with the
3 legislature and what has happened in this trial has made a
4 determination that the entities that are on Tier 3 do not
5 belong on Tier 3.

6 There's no evidence submitted that Lone Mountain did
7 not comply with NRS 453D.200, Sub 6.

8 There's no evidence that Helping Hands did not comply
9 with NRS 453D.200, Sub 6.

10 With respect to the public companies, we believe
11 there has been a change in the law that necessarily affects
12 those -- those conditional licensees and allows for background
13 checks against the entities to go forward, just as they would
14 have gone forward after the conditional licensure has been
15 awarded. That obviously is a motion for another day, but that
16 is the reason for the tiers.

17 The removing of the tiers, the email, the notice of
18 the tiers was done via emails and notice. The changing -- the
19 removing of those entities correspondingly has been done
20 through a notice.

21 Now, indeed it does say motion to the settlement
22 agreement. But the parties to object to the way the State has
23 done it are the settling parties. It is not THC. It is not
24 Herbal Choice. It is not TGIG. They are not parties to the
25 settlement agreement. There's no authority giving them

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1 standing to object how the Department performs under a
2 settlement agreement that they are strangers to.

3 For those reasons, I'd request the motion to strike
4 be denied.

5 THE COURT: So let me ask you a question. I know
6 that last August I said that I wanted motion practice to
7 resolve this tier issue. We had a motion I believe that
8 Mr. Koch filed, and it was heard some time around the end of
9 the fall, beginning of the spring.

10 What is your position related to the requirement for
11 motion practice, or are we handling it as a trial issue at this
12 point?

13 MR. SHEVORSKI: Sure. I would take it in two steps,
14 Your Honor. With respect to -- with respect to Helping Hands
15 and Lone Mountain, I don't think that needs to be done through
16 motion practice. It's simply we're at the end of the process.
17 There was no evidence produced in the case in chief to -- for
18 there to be a determination, at least from the Department's
19 perspective, that those entities belong on Tier 3.

20 With respect to the public companies, GreenMart and
21 NOR, there is motion practice. There's a motion for
22 reconsideration on Nevada Wellness Center's cause of action
23 with respect to declaratory judgment that is solely on
24 NRS 453D.200, Sub 6. So to the extent that there's a
25 requirement for motion practice, it would apply only to

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1 GreenMart and NOR. And that motion is pending before Your
2 Honor.

3 THE COURT: Thank you, Mr. Shevorski.

4 Anyone else wish to speak in opposition?

5 Mr. Koch.

6 Mr. Shevorski, you forgot to wipe down.

7 MR. KOCH: It's still wet from the last time.

8 MR. SHEVORSKI: I know, but --

9 THE COURT: We don't know if the germs are stronger.

10 MR. SHEVORSKI: Yeah.

11 THE COURT: We're trying to do everything we can to
12 make it through this.

13 MR. SHEVORSKI: And I was around a bunch of 4 year
14 olds. So.

15 MR. KOCH: The last day too here. So I better --
16 better be careful.

17 A couple points. We did obviously make the point
18 that these parties don't have standing to challenge based upon
19 the settlement agreement they're not a party to. That aspect
20 of it is certainly you can say well, it's for our benefit.

21 The background check issue is not a competitive
22 protection statute. That's a public safety statute. We'll
23 address that later.

24 For purposes of the aspect of does it need to be by
25 motion, you know, we dealt with this in the last year when the

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1 Department submitted its email, and it's kind of a different
2 procedural way of doing this. And the email was there. We
3 filed an objection. The Court said we'll hear those objections
4 by August 29th. We considered that objection. And since
5 that time we've met with the Department; we filed an
6 application for writ of mandamus. The Court agreed with the
7 State that that's an issue on appeal. We have an adequate
8 remedy at law in that that would be the way that that issue
9 would be potentially resolved because we asked the Court to
10 compel the State to make its determination based upon what we
11 thought were the facts provided to them.

12 And so now the State to come back and provide its
13 notice based upon the fact you think it's a proper way to at
14 least provide notice. If somebody else wants to challenge
15 something else, they certainly can do that, but I don't think
16 the State needs to file a motion to change its own internal
17 email that had said we have questions.

18 The Court did not go into the D.O.T. files and check
19 into those questions. The Court did not ask for supporting
20 materials with respect to that email, ask for the extrinsic
21 evidence that the plaintiffs here had indicated should be a
22 part of this because it's the D.O.T.'s job to make that
23 determination. The Court properly left that to the D.O.T. The
24 Court based its decision or order based upon what the D.O.T.
25 did, and so what the D.O.T. does or has done would be up to it

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1 to make that determination at this point based upon the law as
2 decided by this Court.

3 THE COURT: Thank you.

4 MR. KOCH: So for those reasons, I limited it
5 (indiscernible) reason to strike the motion -- or the notice
6 that was filed. Other parties can take other steps if they
7 believe warranted, but that's certainly not based upon the
8 settlement agreement not being enforced.

9 THE COURT: Thank you.

10 Anyone else wish to speak in opposition to the
11 motion?

12 (No audible response.)

13 THE COURT: Would you wipe down, please, Mr. Koch,
14 because Mr. Hone is coming up -- Mr. Kahn is coming up.

15 Thank you, Mr. Koch.

16 Mr. Kahn.

17 MR. KAHN: Good morning, Your Honor.

18 THE COURT: And I'm not ready for your motion yet.
19 We'll get to that separately.

20 MR. KAHN: I'm not -- and that's what I was going to
21 note. I'm going to do a limited objection on these -- this
22 motion to strike, and I'd like to reserve further argument as
23 it's going to pertain to my motion.

24 THE COURT: Thank you.

25 MR. KAHN: But in response to your inquiry, should

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1 this have been by notice or motion, as Mr. Koch pointed out and
2 Mr. Shevorski pointed out, when those Tier 3 -- the tiers were
3 initially created, it was by an email and then --

4 THE COURT: And a hearing.

5 MR. KAHN: I'm sorry?

6 THE COURT: We had a hearing.

7 MR. KAHN: Correct. And then we had an objection
8 hearing three days later in which Helping Hands participated,
9 and so did many -- so did the other defendants. There was not
10 a motion to put us into those tiers. There was an objection.
11 And similarly here, this notice and even my motion to amend the
12 preliminary injunction has provided the plaintiffs an
13 opportunity to be heard and object. They've done so. And
14 there's simply no difference really between the motion and
15 notice.

16 When -- if they're complaining about having an
17 opportunity to be heard, you've provided that forum to them,
18 Your Honor, and they will certainly still be heard on my motion
19 that follows.

20 THE COURT: All right. Thank you.

21 MR. KAHN: Thank you.

22 THE COURT: Can you wipe down, please.

23 MR. KAHN: Yes.

24 THE COURT: Give Mr. Kahn a second. He's wiping
25 down. So walk slow. All right.

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1 MS. SUGDEN: Thank you. Just a few brief points to
2 touch on.

3 One, I think it's important because Your Honor gives
4 us clues along the way to follow what you say. I believe that
5 you made it clear that a motion needs to be filed. Yes, we
6 understand that an email was provided the first time with the
7 objection process that he just stated. So number one, I think
8 we have to go with what the record demands.

9 And respectfully, with the end of trial, preparing
10 for closings, having a few days to fully respond to the
11 substantive different issues, I don't think I've had a full and
12 fair opportunity to respond to those with how a full motion
13 would be set forth as opposed to a notice.

14 Now, with regard to standing, we repeatedly --
15 apparently no one likes my *Dangburg* [phonetic] *Holdings* case
16 and chooses to ignore it, but in that case again the State was
17 able to enjoin enforcement of a settlement agreement because it
18 infected their rights. Similarly, my client has bond money up
19 that is premised on this injunction. Till that money is
20 released, we have some outstanding issues still. Until we have
21 an opportunity to again fully vet our response to the motion
22 that I believe is incumbent upon the State, I think that we
23 certainly have a standing to interject ourselves in this
24 process.

25 Finally, I believe the tier notice itself, as

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1 Mr. Shevorski said, it notes that all three entities are to be
2 moved. So to the extent now that he's kind of backpedaling on
3 what the tier notice entails, that's all the more reason to
4 have a motion on each of these separate entities and discussing
5 the merits thereof individually. What are we going to do, hack
6 up the tier notice that he's filed for the different parties?
7 I don't think that's procedurally going to be the best
8 maneuver.

9 THE COURT: All right. Thank you.

10 MS. SUGDEN: Thanks.

11 THE COURT: The motion is denied. The hearing
12 process for the motions that was anticipated following the
13 August 29th hearing was one that would be a pretrial motion
14 related to the preliminary injunction that was currently in
15 place. We are now at the trial on those injunctive relief
16 issues, and motion practice is not necessary since there was an
17 opportunity for all parties to be heard during this portion of
18 the trial. For that reason the motion is denied.

19 So, Mr. Shevorski, your notice is not stricken.

20 Ms. Sugden, if you could wipe down.

21 And then I'm going to Mr. Kahn's motion.

22 Thank you, Ms. Sugden.

23 MS. SUGDEN: You're welcome.

24 MR. KAHN: Good morning, Your Honor.

25 THE COURT: Good morning.

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1 MR. KAHN: On behalf of Helping Hands Wellness
2 Center, thank you for providing us the opportunity this morning
3 on a Motion to Amend the Preliminary Injunction on Order
4 Shortening Time.

5 THE COURT: So can I ask you what exactly you're
6 asking me to amend?

7 MR. KAHN: Well, Your Honor --

8 THE COURT: Because I have the preliminary injunction
9 here, and I can't figure it out after reading all the briefing.

10 MR. KAHN: Sure. The preliminary injunction, Your
11 Honor, your findings and facts and conclusions of law relied
12 upon the tier email submitted by Mr. Shevorski on behalf of the
13 State.

14 THE COURT: That's Footnote 19.

15 MR. KAHN: Correct.

16 THE COURT: Okay.

17 MR. KAHN: And as that preliminary injunction sits --

18 THE COURT: All it says is,

19 The State is enjoined from conducting a
20 final inspection of any of the conditional
21 licenses issued in or about December 28,
22 2018, who did not provide the identification
23 of each prospective owner, officer and board
24 member as required by NRS 453D.200,
25 Subsection 6, pending trial on the merits.

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1 MR. KAHN: Correct, Your Honor.

2 THE COURT: I don't have any names of any companies
3 in there. So if the State has made a decision to move people
4 around, as I've just ruled on Ms. Sugden's motion, that's not
5 part of my injunctive relief that I've issued.

6 MR. KAHN: Okay.

7 THE COURT: Do you understand what I'm saying?

8 MR. KAHN: I do understand what you're saying, Your
9 Honor.

10 THE COURT: I have no names that are in the
11 injunctive relief order.

12 MR. KAHN: Correct. I mean, it does rely upon the
13 email which set forth the names.

14 THE COURT: I didn't include the names.

15 MR. KAHN: Okay.

16 THE COURT: I left it to the State to decide who
17 was -- who was the -- who did not provide the identification of
18 each prospective owner, officer and board member as required by
19 NRS 453D.200(6), and since it appears the State has already
20 made a decision, by filing their notice, what are you asking me
21 to amend if anything?

22 MR. KAHN: Well, at this point then, Your Honor --

23 THE COURT: Thank you, Mr. Prince.

24 MR. KAHN: Thank you for the -- the feedback,
25 Mr. Prince.

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1 MR. PRINCE: I'm sorry.

2 MR. KAHN: Then nothing, Your Honor, exactly.

3 THE COURT: Okay. Thank you.

4 MR. KAHN: Okay.

5 MR. PRINCE: There you go.

6 THE COURT: Could you wipe down --

7 MR. KAHN: Sure.

8 THE COURT: -- so I could hear from anyone -- wipe it
9 down, Mr. Kahn so I can hear from the opposition.

10 That's why I told Mr. Koch the other day I wasn't
11 going to grant his motion, and he withdrew it.

12 MR. PRINCE: I needed to save him from himself.

13 THE COURT: I thought he figured it out. All right.

14 MR. KAHN: I think we read the tea leaves wrong.

15 THE COURT: I don't know.

16 Who wants to oppose the motion, if anyone?

17 (No audible response.)

18 THE COURT: The motion is denied. There is no need
19 for me to modify the language of the injunctive relief order.
20 I left it to the State to make an administrative determination.
21 Related to that, the State has by making their filing, which I
22 have not stricken. So that motion is denied.

23 MR. KAHN: Thank you, Your Honor.

24 THE COURT: Anything else of a housekeeping nature
25 before I go to closing arguments?

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1 (No audible response.)

2 THE COURT: Please remember that we have set aside a
3 total of six hours per side. And since I'm sort of a triangle
4 with three columns, that means each side gets six hours.

5 I know Mr. Shevorski is not going to use six hours,
6 or Ms. Levin is not going to use six hours.

7 But the other two columns, you have to divide it up
8 among yourselves, and I am keeping track of time today.

9 Who is starting on behalf of the plaintiffs?

10 Mr. Rulis, you've got to go back to your side of the
11 room. You didn't get to switch.

12 MR. PRINCE: He was just visiting.

13 THE COURT: Mr. Gentile, are you going to make the
14 first argument?

15 MR. GENTILE: I am.

16 THE COURT: Okay. Can you please put me on mute.

17 **CLOSING ARGUMENT FOR THE PLAINTIFFS**

18 MR. GENTILE: A number of years ago before I reached
19 the twilight of my career, I represented a Judge who was having
20 unfriendly things said about him by the judicial discipline
21 commission. And it so happened that the Judge had a criminal
22 calendar, not a civil calendar. So one day I asked him why,
23 and he said, Because if I had a civil calendar, I'd have to
24 listen to the evidence, and I'd have to make notes. And it was
25 enlightening.

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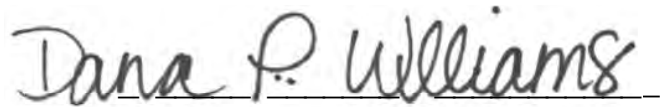
CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

DANA L. WILLIAMS
LAS VEGAS, NEVADA 89183

A handwritten signature in dark ink, reading "Dana L. Williams", is written over a horizontal line.

DANA L. WILLIAMS, TRANSCRIBER

08/17/2020

DATE

JD Reporting, Inc.

EXHIBIT C

EXHIBIT C

DOT/CCB000047

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into as of July __, 2020 (the “Effective Date”) (this “Agreement”), among LivFree Wellness, LLC, a Nevada limited liability company (“LivFree”), MM Development Company, Inc., a Nevada corporation, (“MM”); ETW Management Group LLC, Global Harmony LLC, Just Quality, LLC, Libra Wellness Center, LLC, Rombough Real Estate, Inc., and Zion Gardens LLC, (collectively the “ETW Plaintiffs”); Nevada Wellness Center, LLC, a Nevada limited liability company (“NWC”); Qualcan, LLC, a Nevada limited liability company (“Qualcan”) (collectively, “Settling Plaintiffs” or individually, a “Settling Plaintiff”); Lone Mountain Partners, LLC, a Nevada limited liability company (“Lone Mountain”); Nevada Organic Remedies, LLC, a Nevada limited liability company (“NOR”); Greenmart of Nevada NLV, LLC, a Nevada limited liability company (“GreenMart”); Helping Hands Wellness Center, Inc., a Nevada corporation (“Helping Hands”); CPCM Holdings, LLC, a Nevada limited liability company, Cheyenne Medical, LLC, a Nevada limited liability company, and Commerce Park Medical, LLC, a Nevada limited liability company (collectively “Thrive”); and the State of Nevada, Department of Taxation (“DOT”) (collectively “Settling Defendants” or individually, a “Settling Defendant”).

RECITALS

- A. LivFree, MM, ETW Plaintiffs, NWC, Qualcan, Lone Mountain, NOR, GreenMart, Helping Hands, Thrive, and the DOT (collectively the “Settling Parties” and individually, a “Settling Party”) are all parties to a consolidated lawsuit pending in the District Court, Clark County, Nevada, as Case No. A-19-787004-B (the “Lawsuit”).
- B. Within the Lawsuit there are claims and counterclaims relating to the disputes at issue in the Lawsuit (the “Disputes”).
- C. The parties want to compromise and settle the Disputes in the Lawsuit by dismissing the claims in the Lawsuit by and between the Settling Parties, each Settling Party to bear its own costs and attorneys’ fees, and to exchange mutual releases as provided in this Agreement.

NOW THEREFORE the Settling Parties agree:

DESCRIPTION OF TRANSFERS AND ISSUANCES OF LICENSES

1. The Settling Defendants hereby assign (subject to DOT and/or Cannabis Compliance Board (“CCB”) approval) all rights, interest and title in the various Nevada retail marijuana dispensary conditional licenses (the “Conditionally Approved Licenses”) to other entities as set forth below provided that each of the conditions set forth in this Agreement, including those set forth in Paragraphs 5-8 hereof, shall first be fulfilled:

- Lone Mountain hereby assigns 1 City of Las Vegas conditional license to Qualcan;
- Lone Mountain hereby assigns 1 Washoe County – City of Reno conditional license, 1 Lincoln County conditional license, 1 Esmerelda conditional license, and 1 Eureka County conditional license to ETW Plaintiffs;

- Helping Hands hereby assigns 1 Unincorporated Clark County conditional license to LivFree;
- NOR hereby assigns 1 Unincorporated Clark County conditional license to MM;
- NOR hereby assigns 1 Carson City conditional license to Qualcan;
- GreenMart hereby assigns 1 Unincorporated Clark County conditional license to NWC;
- Thrive hereby assigns 1 Clark County – City of Henderson conditional license (RD266) to ETW Management or a related-entity designee; and
- Lone Mountain hereby assigns 1 Douglas County conditional license to Thrive¹.

2. LivFree Henderson. To fully resolve the potential MM and LivFree appeals, the DOT and/or CCB agrees to issue a conditional Henderson license to LivFree and LivFree agrees that it will hold such license in abeyance (the “Limited Henderson License”) until such time as both of the following two conditions are satisfied and provided that no Settling Party has exercised the “put option” described below: (1) the Henderson moratorium and/or restriction on the opening of additional adult-use cannabis establishments (the “Henderson Moratorium”) is lifted; AND (2) the issuance of a final inspection certificate for this Henderson license does not require the DOT and/or CCB to exceed the current cap for Clark County licenses (presently 80 licenses) or any adjusted cap for Clark County licenses. Nothing herein shall be construed to excuse or eliminate any and all requirements or duties that LivFree is or maybe required to fulfill under state or local law pertaining to the Henderson conditional license in the event that conditions precedent 1 and 2 are fulfilled. Nothing in this Paragraph 2 shall prevent any Settling Parties issued conditional licenses in the City of Henderson from perfecting those conditional licenses if the Henderson Moratorium is lifted.

LivFree expressly does not commit to undertake any efforts to eliminate the existing Henderson Moratorium and, in fact, expressly reserves the right to undertake lobbying efforts to preserve any Henderson Moratorium, provided, however, that LivFree shall not seek any legal action to prevent the Henderson Moratorium from being lifted or seeking its continuance. Further, LivFree shall not engage in any tortious interference with any Settling Parties’ ability to perfect any Henderson license and/or to receive the issuance of a final inspection certificate from both the City of Henderson and the State of Nevada (CCB). LivFree agrees that the existing Henderson Moratorium applies to the Henderson conditional license issued to LivFree hereunder (but does not apply to LivFree’s existing operational Henderson dispensary license). To assist the DOT and/or CCB in reducing any potential issues with the current cap for Clark County licenses, LivFree agrees that, for a period of 5 years (the “Option Period”) following execution of this Agreement, it will pay \$250,000, or any other price on which the parties are able to agree, to purchase one Henderson conditional licenses. No such Settling Defendant shall have any obligation whatsoever to sell LivFree any such Henderson conditional licenses and nothing in this Agreement should be construed as any indication that the DOT and/or CCB is suggesting that any Settling Defendant should exercise this “put option.” However, LivFree agrees that any Settling Defendant, at their respective option (not obligation) and in their sole and unfettered discretion,

¹ Lone Mountain agrees that, subject to agreement to final terms by all parties to the Lawsuit, it will contribute its remaining Lander County, Mineral County, and White Pine County conditional licenses to a Global Settlement.

shall have a “put option” to sell to LivFree, and LivFree shall have the obligation to purchase, one such license from any Settling Defendant, whichever decides to exercise the option first (if at all), for \$250,000, or any other price on which the parties are able to agree, during the Option Period.

Nothing in this Paragraph 2 shall be construed to (a) prevent or limit any Settling Defendant’s ability to operate the conditional Henderson licenses during the Option Period, (b) prevent or limit any Settling Defendant’s ability to sell, assign, or otherwise transfer any Henderson conditional licenses during the Option Period to any other party at any time and upon any such terms as such Settling Defendant may agree, and (c) apply to any other licenses held by any affiliate of any Settling Defendant. Further, LivFree and DOT and/or CCB agree that the grant of any “put option” pursuant to this Paragraph 2 shall not constitute the creation of an “interest” (ownership or otherwise) in the Henderson conditional licenses for LivFree.

If LivFree acquires one of the conditional licenses through the exercise of the “put option”, LivFree agrees that it will surrender either the Limited Henderson License or the license acquired through the “put option” (at LivFree’s discretion to determine which of those options it will choose) to allow the DOT and/or CCB to reduce the existing or any future cap on total Clark County licenses. In no event shall LivFree have two additional Henderson conditional licenses by getting one directly or indirectly through this settlement (or any further settlement of the Lawsuit) and another through an exercise of the “put option”, in addition to the already existing LivFree Henderson license.

In the event that the pre-condition of lifting the Henderson moratorium occurs and LivFree is not able to exercise in good faith the “put option”, LivFree agrees to remain solely responsible for any and all local government and county approvals necessary for the CCB to reallocate a license which was not applied for during the September 2018 retail marijuana store competition.

3. All licensees described in this Agreement must be in good standing.
4. No license transfer pursuant to this Agreement can create a monopoly, as prohibited in NRS 678B.230 and NRS 678B.270.

DISSOLUTION OF BOND AND INJUNCTION

5. As a condition and term of this settlement, within 2 business days of the execution of this Agreement by all Parties, Settling Plaintiffs shall file a motion for a return of the cash bond that they have posted and seek an order shortening time. Contemporaneously, Settling Plaintiffs will withdraw the pending Motion for Case Terminating Sanctions filed against the DOT seeking to strike its Answer to the Lawsuit.

6. As a condition and term of this settlement, the CCB agrees to make a good faith effort to expedite and process GreenMart’s previously submitted Change of Ownership request for transfer of interests and/or ownership (“CHOW”).

7. As a condition and term of this settlement, DOT will notify the Court and will file an appropriate Motion on OST in the Lawsuit informing the Court that it has determined that Lone Mountain, NOR, GreenMart, and Helping Hands (each, a “Tier 3 Party”) have satisfied the DOT that each such Settling Defendant provided the information necessary in their respective applications to allow the DOT and/or CCB to conduct all necessary background checks and related actions and that Lone Mountain, NOR, GreenMart, and Helping Hands are being reassigned to Tier 2 status in the Lawsuit for purposes of the Preliminary Injunction or any other injunction that may be issued in the Lawsuit or any related proceedings. The Motion to be filed by DOT will

indicate the DOT's approval of the applications of the previously designated Tier 3 Defendant Intervenor and that final inspections may be completed for any establishments owned by Lone Mountain, NOR, GreenMart, and Helping Hands. All Parties will join in the DOT's Motion. The reassignment of the settling Tier 3 parties into Tier 2, is a material condition of this Agreement and a material condition and requirement for the assignments contained in Paragraph 1. In the event that a Tier 3 Party is prevented or precluded reassignment to Tier 2 or otherwise remains enjoined from perfecting its conditional licenses for any reason, whether by a court, another party to the Lawsuit, any third party, or otherwise, the assignments of conditional licenses identified in Paragraph 1 shall be void and of no effect, with title to the licenses identified in Paragraph 1 to remain with the transferring party and this Agreement shall be terminated without any further force or effect. In such instance, the DOT and/or CCB (or successor entity, as appropriate) and the proposed assignee shall perform all actions and execute all documents to ensure that such licenses remain with the affected transferring party.

TIMING OF TRANSFERS

8. As a condition and term of this settlement, after the conditions precedent in Paragraphs 5-7 are met, the CCB agrees to make a good faith effort to expedite any and all CHOW requests for the transfer of licenses from existing licensee to another existing licensee as set forth in Paragraph 1 above. The CCB agrees that it will make a good faith effort to expedite and process all CHOWs after submission thereof. For purposes of approving the transfers, LivFree, MM, ETW Plaintiffs, NWC, Qualcan, and Thrive were previously and are currently approved by the DOT as owners and operators of medical and retail marijuana dispensary licenses in the state of Nevada. In compliance with NRS/NAC 453D, these parties have operated retail marijuana dispensaries without any suspensions or revocations of those licenses. Any delays in approvals of the CHOWs due to no fault of transferor shall not be deemed a breach of this Agreement.

RELEASES AND DISMISSALS

9. As a condition and term of this settlement, within two business days after the conditions precedent in Paragraphs 5-8 are met, the parties will execute mutual releases in the form attached hereto as Exhibit B, with each party to bear its own costs and attorneys' fees.

10. As a condition and term of this settlement, within two business days after the conditions precedent in Paragraphs 5-8 are met, Settling Plaintiffs shall move to dismiss any and all claims in the cases listed below (the "Dismissed Claims"):

- a. MM Development/LivFree action (Case No. A-18-785818-W);²
- b. In Re: DOT Litigation (A-19-787004-B);
- c. Nevada Wellness Center action (A-19-787540-W);³
- d. Qualcan action (A-19-801416-B).

Settling Plaintiffs will dismiss the Dismissed Claims with prejudice against each Settling Party hereto, as applicable, and without costs or fees to or from any such Settling Party, Settling

² However, MM will not dismiss its counterclaims against D.H. Flamingo in the associated cases.

³ NWC's claims against Defendant Jorge Pupo will remain and not be dismissed as a result of this settlement.

Defendants reserve their rights to seek fees and costs from any Non-Settling Plaintiff (as defined below) in the Lawsuit.

11. LivFree/MM agree to stipulate with the DOT to dismiss the pending writ petition regarding the cell phone of Rino Tenorio (Supreme Court Case No. 79825).

12. MM Development, Nevada Wellness Center, and Liv Free agree to relinquish any and all administrative appeals to DOT and CCB which they may have or have arising out of the September 2018 retail marijuana store competition.

CONTINUED PARTICIPATION BY SETTTLING PLAINTIFFS

13. Further, upon the execution of this Agreement, the Settling Plaintiffs will file a Motion to Intervene as Defendants/Intervenors in the Lawsuit and participate in the Lawsuit in good faith and shall use best efforts to defend against the Lawsuit.

14. If any Settling Party settles any other matter related to the Lawsuit (each, a “Future Settlement”), every other Settling Party shall be included as released parties in such Future Settlement on the same release terms and conditions as set forth herein; provided, however, that any Settling Party receiving such release shall bear its own costs and attorneys’ fees with respect thereto as provided in this Agreement.

ADDITIONAL TERMS RELATING TO LICENSES AND TRANSFERS

15. As a condition and term of this settlement, the CCB agrees to make a good faith effort to expedite and process:

- a. a CHOW to be filed by Helping Hands;
- b. any CHOW submitted by NOR with respect to its licenses as the expedited handling of such CHOW requests may be necessary under the pending Companies’ Creditors Arrangement Act proceeding involving NOR’s parent company;
- c. a CHOW to be submitted by Lone Mountain; and
- d. any CHOW to be submitted by MM with respect to the transfer of cultivation and production licenses (medical and recreational) from West Coast Development Nevada, LLC.

16. DOT and/or CCB further agrees to perform final inspections on an expedited time period – within 5 business days of the request for inspection – for the new locations for the conditional licenses for the NOR proposed dispensary in Reno, NV and the MM proposed dispensary in Unincorporated Clark County, and any and all of Thrive’s conditional licenses to be designated by Thrive.

17. DOT and/or CCB agrees to, in good faith, expedite the processing of Thrive’s pending Change of Location Request for its Unincorporated Clark County license (RD263).

18. DOT and/or CCB agrees that all parties to this Agreement shall receive a fourteen (14)-month extension of the current deadline of December 5, 2020 to February 5, 2022, for conditional licensees to obtain final inspections and approval from DOT and/or CCB on any and all conditional licenses received and that comparable extensions shall be extended to other parties that settle claims in this Lawsuit with the DOT and/or CCB. Notwithstanding the foregoing, for any jurisdiction that currently has a moratorium on new adult-use cannabis establishments (including

but not limited to the City of Henderson, Douglas County, and the City of Reno), DOT and/or CCB agrees to extend the deadline for any Settling Party to obtain final inspections and approval from DOT and/or CCB on any and all conditional licenses in such jurisdiction for a period of fourteen (14) months after the date any moratorium is lifted in such jurisdiction.

19. LivFree agrees to reimburse Helping Hands for its expenses, through January 31, 2020 totaling \$890,000, related to building out the designated location at 8605 S. Eastern Ave., Las Vegas, NV 89123 for the Unincorporated Clark County license. Payment of the \$890,000 by LivFree is contingent upon approval of a special use permit ("SUP") for this location by the Clark County Commission and will be made no later than 10 business days after final approval of the SUP. LivFree will submit the application for the SUP in good faith no later than forty-five (45) days following the Effective Date or 45 days after the conclusion of trial, whichever is later. Helping Hands makes no representations or warranties regarding the SUP for the Eastern location. If Clark County does not approve the SUP for such location on or before March 31, 2021, LivFree may request a SUP at a different location and would not be required to pay Helping Hands \$890,000.

20. LivFree agrees to assume the lease, attached hereto as Exhibit A, for the premises located at 8605 S. Eastern Ave., Las Vegas, NV 89123 upon receipt of an estoppel certificate executed by the landlord. Assumption of the lease by LivFree is contingent upon approval of a SUP for this location by the Clark County Commission and will be made no later than 10 business days after final approval of the SUP. Helping Hands will remain liable for lease payments until LivFree assumes the lease and LivFree will have no liability on the lease if the SUP is not approved.

21. LivFree agrees to pay to Thrive the amount of \$400,000 and Helping Hands agrees to pay to Thrive the amount of \$100,000 upon approval of the transfer of the Thrive conditional license as set forth in paragraph 1 of this Agreement. LivFree and Helping Hands agree to cooperate with Thrive to report the payment set out in this Paragraph in the most tax-advantaged way to Thrive and its affiliates.

REPRESENTATIONS AND WARRANTIES

22. In the event that the DOT is no longer responsible for performing any of the conditions and/or requirements in this Agreement, then the entity that is responsible for performing such duties (e.g., the CCB or any related entity) shall be subject to the conditions and requirements provided in this Agreement. The State of Nevada, DOT represents and warrants that it has authority to sign this Agreement and bind the CCB.

23. Lone Mountain represents and warrants that it has full and complete control to assign the conditional licenses it was awarded, that there are no ownership disputes and Lone Mountain shall indemnify, defend and hold settling parties harmless from any and all costs, damages, fees (including attorneys' fees) or liability claimed by the entity claiming an ownership interest in the Lone Mountain conditional licenses being transferred for only up to the time when the license transfer is completed. Lone Mountain is not responsible for securing any ownership transfer approvals from the DOT or CCB for any license Lone Mountain transfers hereunder. The designated assignee of the Lone Mountain conditional license will be responsible for all costs associated with the ownership transfer applications with the state and any local jurisdiction (including any costs incurred by Lone Mountain). Nothing contained herein shall limit, waive, or revoke the DOT's or CCB's rights, powers, or duties under Nevada Administrative Code 453D.312.

24. NOR represents and warrants that it has full and complete control to assign the conditional licenses it was awarded, that there are no ownership disputes or any persons claiming to have an interest in the conditional license being transferred and NOR shall indemnify, defend and hold settling parties harmless from any and all costs, damages, fees (including attorneys' fees) or liability claimed by any person or entity claiming an ownership interest in any of the NOR conditional licenses. NOR is not responsible for securing any ownership transfer approvals from the DOT or CCB for any license NOR transfers hereunder. The designated plaintiff assignee of any NOR conditional license will be responsible for all costs associated with the ownership transfer applications with the state and any local jurisdiction (including any costs incurred by NOR). NOR represents and warrants that any pending legal proceedings involving its Parent Company in Canada do not affect its ability to transfer the above licenses. Nothing contained herein shall limit, waive, or revoke the DOT's or CCB's rights, powers, or duties under Nevada Administrative Code 453D.312.

25. GreenMart represents and warrants that it has full and complete control to assign the conditional licenses it was awarded, that there are no ownership disputes and GreenMart shall indemnify, defend and hold the Settling Party to which GreenMart's Clark County license is transferred hereunder (i.e, NWC) harmless from any and all costs, damages, fees (including attorneys' fees) or liability claimed by the entity claiming an ownership interest in the Greenmart conditional licenses being transferred for only up to the time when the license transfer is completed. GreenMart is not responsible for securing any ownership transfer approvals from the DOT or CCB for any license GreenMart transfers hereunder. The designated plaintiff assignee of the GreenMart conditional license will be responsible for all costs associated with the ownership transfer applications with the state and any local jurisdiction (including any costs incurred by GreenMart). Nothing contained herein shall limit, waive, or revoke the DOT's or CCB's rights, powers, or duties under Nevada Administrative Code 453D.312.

26. Helping Hands represents and warrants that it has full and complete control to assign the conditional licenses it was awarded, that there are no ownership disputes or any persons claiming to have an interest in the conditional license being transferred and Helping Hands shall indemnify, defend and hold settling parties harmless from any and all costs, damages, fees (including attorneys' fees) or liability claimed by any person or entity claiming an ownership interest in any of the Helping Hands conditional licenses. Nothing contained herein shall limit, waive, or revoke the DOT's or CCB's rights, powers, or duties under Nevada Administrative Code 453D.312.

27. Thrive represents and warrants that it has full and complete control to assign the conditional license it was awarded, that there are no ownership disputes and Thrive shall indemnify, defend and hold settling parties harmless from any and all costs, damages, fees (including attorneys' fees) or liability claimed by the entity claiming an ownership interest in the Thrive conditional license being transferred for only up to the time when the license transfer is completed. Nothing contained herein shall limit, waive, or revoke the DOT's or CCB's rights, powers, or duties under Nevada Administrative Code 453D.312.

28. Each of the Settling Parties hereto represent and warrant that they have had an adequate opportunity to seek and receive legal advice and counsel from an attorney of their choice regarding the content and effect of this Agreement, have actually received such counsel and advice as they deem prudent to receive in these circumstances, have read this Agreement in its entirety, understand all provisions of this Agreement and their import and effect, and enter into and execute this Agreement freely and voluntarily.

29. Each of the Settling Parties warrant and represent there are no other agreements made between any Settling Plaintiffs and any Settling Defendants involving conditions related to the transfer of any conditional licenses or related to any marijuana consumption lounges in the State of Nevada.

OTHER TERMS

30. The CCB agrees to recommend an industry funded study to the Cannabis Advisory Commission, a duly authorized public body pursuant to NRS 678A.300 and NRS 678A.310, to gather information and make recommendations to the CCB on the following matters: (1) what are reasonable additional actions, if any, can be taken to deter black-market sales; (2) analysis of adequacy of number and commercial need for additional marijuana licenses, if any, to serve the citizens of Nevada, including consideration of minority access to licensure, (3) recommendations of changes, if any, relating to state and local fees and taxation of the marijuana industry, and (4) analysis of adequacy of safeguards to protect minors.

31. Purpose of Compromise and Settlement. The parties have each entered into this Agreement solely for the purpose of settling and compromising the Disputes and the Lawsuit and nothing contained in this Agreement or its performance shall be deemed to be an admission or acknowledgment of: liability, the existence of damages or the amount of any damages relating to the Disputes or the Lawsuit.

32. Non-Participating Party Procedure: The Settling Parties agree to cooperate to obtain final resolution of Lawsuit (“Global Settlement”) consistent with this Agreement.

33. Non-Transferability. For a period of 2 years from July 1, 2020, no license transferred to a Settling Plaintiff herein may be transferred to any entity without prior written approval of the party giving up the designated license in this Agreement. This prohibition on transfers shall not apply to good faith corporate mergers, buyouts and/or acquisitions, which shall not be utilized for purposes of circumventing this paragraph. For this same period of time, LivFree and MM or related entities will not obtain ownership of any GreenMart licenses transferred herein. This non-transferability provision shall not be circumvented by, including but not limited to, any consulting, management or licensing/IP agreement, or by other means. Specifically excepted from this prohibition is a transfer from a Settling Party to an additional plaintiff in the Lawsuit (“a Non-settling Plaintiff”) provided that any such transfer is only utilized towards a global or more inclusive resolution of the Lawsuit (e.g., a transfer of a rural license from an ETW Plaintiff to a Non-settling plaintiffs such as Rural Remedies if Rural Remedies and NWC give complete releases approved by the State), subject to the consent of the Settling Defendant who transferred the license pursuant to this Agreement, which shall not be unreasonably withheld.

34. Cooperation & Non-Interference. The parties agree that they will not use or refer to the Lawsuit as part of any interactions with or lobbying efforts to any governmental agency to prevent any other party from obtaining local government approval and/or from obtaining an approval at final inspection for the licenses retained by any party or assigned to any party, including but limited to a party seeking an extension or trying to secure additional time to obtain and SUP from a local jurisdiction.

Despite the assignment of rural county licenses to certain Settling Parties, all parties hereto expressly reserve their right to vigorously oppose any legislative action regarding the relocation of such licenses to different jurisdictions. MM, LivFree, Qualcan, Thrive, and others have

expressly informed the Settling Parties that they are vehemently opposed to any such transfer. In the event of such transfer, MM, LivFree, Qualcan, Thrive and others expressly reserve their rights to file a declaratory relief action to prevent such relocation and/or seek other appropriate legal remedies.

35. Location of Adult-Use Establishments. The Parties agree that the physical address of any adult-use cannabis establishment utilizing any of the conditional licenses transferred pursuant to Paragraph 1 of this Agreement may not be within 1,500 feet of any adult-use cannabis establishment that existed as of the Effective Date of this Agreement. Nothing in this paragraph applies to any other licenses held by any parties or any entity that already has a special use permit.

GENERAL PROVISIONS

36. No Wrongdoing. The Parties acknowledge that this Agreement is entered into solely for the purpose of compromising disputed claims and avoiding the time and expense of litigation. It is expressly understood and agreed that this Agreement represents the settlement of disputed claims and nothing contained in this Agreement shall constitute or be treated as an admission of any wrongdoing or liability on the part of any Party hereto.

37. Enforcement. In the event of the breach of this Agreement by any party, the remedies of the non-breaching parties shall be limited to enforcement of this Agreement for breach of this Agreement.

38. Mediation. If any of the Parties breaches or terminates this Agreement but one of the other Parties disputes the basis for that breach or termination, the Parties agree that in the first instance, they shall attempt to resolve such dispute through mediation with the Honorable Jennifer Togliatti (Retired) at Advanced Resolution Management ("ARM") (or, if she is not available, a mediator agreed upon by the Parties).

This Agreement to mediate all disputes applies even if some person or entity claims that this Agreement is void, voidable or unenforceable for any reason.

39. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, successors and assigns. With this Agreement requiring approval of the Nevada Tax Commission, the binding effect of this Agreement specifically includes the CCB as successor to the DOT in its capacity as regulator of the marijuana program in the State of Nevada. Except as specifically provided in prior paragraphs of this Agreement, this Agreement is not intended to create, and shall not create, any rights in any person who is not a party to this Agreement.

40. Entire Agreement. This Agreement contains the entire agreement between the parties and may not be changed or terminated orally but only by a written instrument executed by the parties after the date of this Agreement.

41. Construction. The terms and conditions of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. The parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their attorneys and that any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, including its exhibits or any amendments.

42. Partial Invalidity. Except with respect to Paragraph 7, if any term of this Agreement or the application of any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement, and all of its applications, not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way.

43. Attorneys' Fees. In any action or proceeding to enforce the terms of this Agreement or to redress any violation of this Agreement, the prevailing party shall be entitled to recover as damages its attorneys' fees and costs incurred, including but not limited to mediation fees, whether or not the action is reduced to judgment. For the purposes of this provision, the "prevailing party" shall be that party who has been successful with regard to the main issue, even if that party did not prevail on all the issues.

44. Governing Law and Forum. The laws of the State of Nevada applicable to contracts made or to be wholly performed there (without giving effect to choice of law or conflict of law principles) shall govern the validity, construction, performance and effect of this Agreement. Any lawsuit to interpret or enforce the terms of this Agreement shall be brought in a court of competent jurisdiction in Clark County, Nevada. The Parties acknowledge the matters involved in the Lawsuit and this Agreement may involve conduct and concepts in violation of Federal law regardless of compliance with applicable State law. The Parties expressly waive the defense of illegality under the Federal Controlled Substances Act.

45. Necessary Action. Each of the Settling Parties shall do any act or thing and execute any or all documents or instruments necessary or proper to effectuate the provisions and intent of this Agreement.

46. Counterparts. This Agreement may be executed in any number of counterparts, each of which when duly executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures, and may be attached to another counterpart, identical in form, but having attached to it one or more additional signature pages. This Agreement may be executed by signatures provided by electronic facsimile transmission (also known as "Fax" copies), or by electronic signature, which signatures shall be as binding and effective as original signatures.

47. Notices. Any and all notices and demands by or from any party required or desired to be given under this Agreement shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served by registered or certified mail in the manner provided, service shall be conclusively deemed given upon receipt or attempted delivery, whichever is sooner.

48. Miscellaneous. The headers or captions appearing at the commencement of the paragraph of this Agreement are descriptive only and for convenience in reference to this Agreement and shall not define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

Masculine or feminine pronouns shall be substituted for the neuter form and vice versa and the plural shall be substituted for the singular form and vice versa in any place or places in this Agreement in which the context requires such substitution or substitutions, and references to "or"

7/28/2020

are used in the inclusive sense of “and/or”.

[Signatures on following pages]


7/27/2020

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.



<p>LIVFREE WELLNESS, LLC</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>Will Kemp</u></p> <p>Title: <u>Attorney-In-Fact</u></p>	<p>MM DEVELOPMENT COMPANY, INC.</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>
<p>ETW MANAGEMENT GROUP LLC</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>Adam K Bult</u></p> <p>Title: <u>owner</u></p>	<p>GLOBAL HARMONY LLC</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>Adam K Bult</u></p> <p>Title: <u>owner</u></p>
<p>ZION GARDENS LLC</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>Adam K Bult</u></p> <p>Title: <u>owner</u></p>	<p>JUST QUALITY, LLC</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>Adam K Bult</u></p> <p>Title: <u>owner</u></p>
<p>LIBRA WELLNESS CENTER, LLC</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>Adam K Bult</u></p> <p>Title: <u>owner</u></p>	<p>ROMBOUGH REAL ESTATE, INC.</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>Adam K Bult</u></p> <p>Title: <u>owner</u></p>

7/27/2020


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

<p>LIVFREE WELLNESS, LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>	<p>MM DEVELOPMENT COMPANY, INC.</p> <p>By:  _____</p> <p>Print Name: <u>Leighton Koehler</u></p> <p>Title: <u>General Counsel</u></p>
<p>ETW MANAGEMENT GROUP LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>	<p>GLOBAL HARMONY LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>
<p>ZION GARDENS LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>	<p>JUST QUALITY, LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>
<p>LIBRA WELLNESS CENTER, LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>	<p>ROMBOUGH REAL ESTATE, INC.</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>

7/27/2020

NEVADA WELLNESS CENTER, LLC By: <u></u> Print Name: <u>Theodore Pantazis</u> Title: <u>ATTY</u>	QUALCAN, LLC By: <u></u> Print Name: <u>Peter S. Christensen</u> Title: <u>Attorney</u>
LONE MOUNTAIN PARTNERS, LLC By: _____ Print Name: _____ Title: _____	NEVADA ORGANIC REMEDIES, LLC By: _____ Print Name: _____ Title: _____
GREENMART OF NEVADA NLV, LLC By: _____ Print Name: _____ Title: _____	HELPING HANDS WELLNESS CENTER, INC. By: _____ Print Name: _____ Title: _____
	CPCM Holdings, LLC, CHEYENNE MEDICAL, LLC, and COMMERCE PARK MEDICAL, LLC By: _____ Print Name: _____ Title: _____


7/28/2020

NEVADA WELLNESS CENTER, LLC By: _____ Print Name: _____ Title: _____	QUALCAN, LLC By: _____ Print Name: _____ Title: _____
LONE MOUNTAIN PARTNERS, LLC By:  _____ Print Name: <u>George Archos</u> Title: <u>Manager</u>	NEVADA ORGANIC REMEDIES, LLC By: _____ Print Name: _____ Title: _____
GREENMART OF NEVADA NLV, LLC By: _____ Print Name: _____ Title: _____	HELPING HANDS WELLNESS CENTER, INC. By: _____ Print Name: _____ Title: _____
	CPCM Holdings, LLC, CHEYENNE MEDICAL, LLC, and COMMERCE PARK MEDICAL, LLC By: _____ Print Name: _____ Title: _____

7/27/2020

NEVADA WELLNESS CENTER, LLC By: _____ Print Name: _____ Title: _____	QUALCAN, LLC By: _____ Print Name: _____ Title: _____
LONE MOUNTAIN PARTNERS, LLC By: _____ Print Name: _____ Title: _____	NEVADA ORGANIC REMEDIES, LLC By: <u>Raymond C. Whitaker III</u> Print Name: <u>Raymond C. Whitaker III</u> Title: <u>Authorized Person</u>
GREENMART OF NEVADA NLV, LLC By: _____ Print Name: _____ Title: _____	HELPING HANDS WELLNESS CENTER, INC. By: _____ Print Name: _____ Title: _____
	CPCM Holdings, LLC, CHEYENNE MEDICAL, LLC, and COMMERCE PARK MEDICAL, LLC By: _____ Print Name: _____ Title: _____

7/27/2020

NEVADA WELLNESS CENTER, LLC By: _____ Print Name: _____ Title: _____	QUALCAN, LLC By: _____ Print Name: _____ Title: _____
LONE MOUNTAIN PARTNERS, LLC By: _____ Print Name: _____ Title: _____	NEVADA ORGANIC REMEDIES, LLC By: _____ Print Name: _____ Title: _____
GREENMART OF NEVADA NLV, LLC By:  _____ Print Name: Elizabeth Stavola Title: Manager	HELPING HANDS WELLNESS CENTER, INC. By: _____ Print Name: _____ Title: _____
	CPCM Holdings, LLC, CHEYENNE MEDICAL, LLC, and COMMERCE PARK MEDICAL, LLC By: _____ Print Name: _____ Title: _____

7/27/2020

NEVADA WELLNESS CENTER, LLC By: _____ Print Name: _____ Title: _____	QUALCAN, LLC By: _____ Print Name: _____ Title: _____
LONE MOUNTAIN PARTNERS, LLC By: _____ Print Name: _____ Title: _____	NEVADA ORGANIC REMEDIES, LLC By: _____ Print Name: _____ Title: _____
GREENMART OF NEVADA NLV, LLC By: _____ Print Name: _____ Title: _____	HELPING HANDS WELLNESS CENTER, INC. By: <u>Mares J</u> Print Name: <u>Kearis Terrazas</u> Title: <u>President</u>
	CPCM Holdings, LLC, CHEYENNE MEDICAL, LLC, and COMMERCE PARK MEDICAL, LLC By: _____ Print Name: _____ Title: _____

7/28/2020

NEVADA WELLNESS CENTER, LLC By: _____ Print Name: _____ Title: _____	QUALCAN, LLC By: _____ Print Name: _____ Title: _____
LONE MOUNTAIN PARTNERS, LLC By: _____ Print Name: _____ Title: _____	NEVADA ORGANIC REMEDIES, LLC By: _____ Print Name: _____ Title: _____
GREENMART OF NEVADA NLV, LLC By: _____ Print Name: _____ Title: _____	HELPING HANDS WELLNESS CENTER, INC. By: _____ Print Name: _____ Title: _____
	CPCM Holdings, LLC, CHEYENNE MEDICAL, LLC, and COMMERCE PARK MEDICAL, LLC By:  _____ Print Name: _____ Title: _____



7/28/2020

STATE OF NEVADA, DEPARTMENT OF
TAXATION

By: Melanie Y

Print Name: Melanie Young

Title: Executive Director

Exhibit A

DOT/CCB000068

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Exhibit A contains confidential lease terms for
Helping Hands/LivFree Unincorporated Clark
County Location*

* Confidential terms will be disclosed to Cannabis Compliance Board to the extent the CCB requires.

DOT/CCB000069

Exhibit B

DOT/CCB000070

Mutual Release

This Mutual Release (the “Release”) is entered into as _____, 2020 (the “Effective Date”), among LivFree Wellness, LLC, a Nevada limited liability company (“LivFree”), MM Development Company, Inc., a Nevada corporation, (“MM”); ETW Management Group LLC, Global Harmony LLC, Just Quality, LLC, Libra Wellness Center, LLC, Rombough Real Estate, Inc., and Zion Gardens LLC, (collectively the “ETW Plaintiffs”); Nevada Wellness Center, LLC, a Nevada limited liability company (“NWC”); Qualcan, LLC, a Nevada limited liability company (“Qualcan”) (collectively, “Settling Plaintiffs” or individually, a “Settling Plaintiff”); Lone Mountain Partners, LLC, a Nevada limited liability company (“Lone Mountain”); Nevada Organic Remedies, LLC, a Nevada limited liability company (“NOR”); Greenmart of Nevada NLV, LLC, a Nevada limited liability company (“GreenMart”); Helping Hands Wellness Center, Inc., a Nevada corporation (“Helping Hands”); CPCM Holdings, LLC, a Nevada limited liability company, Cheyenne Medical, LLC, a Nevada limited liability company, and Commerce Park Medical, LLC, a Nevada limited liability company (collectively “Thrive”); and the State of Nevada, Department of Taxation (“DOT”) (collectively “Settling Defendants” or individually, a “Settling Defendant”).

WHEREAS, the Settling Plaintiffs and the Settling Defendants (each individually, a “Party” and collectively, the “Parties”) entered that certain Settlement Agreement entered into as of July __, 2020 (the “Settlement Agreement”); and

WHEREAS, the Parties desire to execute this Release in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Company and Vendor hereby agree as follows:

1. Except for such rights, claims or obligations as may be created by the Settlement Agreement, LivFree, MM, ETW Plaintiffs, NWC, and Qualcan, forever, fully and unconditionally release and discharge:

Lone Mountain, NOR, Greenmart, Helping Hands, Thrive and the DOT, their past, present, and future subsidiaries, parents, affiliates, partners, joint venturers, heirs, successors, assigns, contractors, subcontractors, officers, directors, shareholders, members, managers, employees, accountants, agents, representatives, attorneys, insurers, successors and assigns (in their individual and representative capacities),

from any and all claims, demands, losses, damages, actions, causes of action, suits, debts, promises, liabilities, obligations, liens, costs, expenses, attorneys’ fees, indemnities, subrogations (contractual or equitable) or duties, of any nature, character or description whatsoever, whether known or unknown, at law or in equity, fixed or contingent, accrued or not yet accrued, matured or not yet matured, anticipated or unanticipated, asserted or unasserted,

DOT/CCB000071

arising out of or related to, directly or indirectly, the Lawsuit and the Disputes, as defined in the corresponding Settlement Agreement.

2. Except for such rights, claims or obligations as may be created by the Settlement Agreement, Lone Mountain, NOR, Greenmart, Helping Hands, Thrive and the DOT, forever, fully and unconditionally releases and discharges:

LivFree, MM, ETW Plaintiffs, NWC, and Qualcan, their past, present, and future subsidiaries, parents, affiliates, partners, joint venturers, heirs, successors, assigns, contractors, subcontractors, officers, directors, shareholders, members, managers, employees, accountants, agents, representatives, attorneys, insurers, successors and assigns (in their individual and representative capacities),

from any and all claims, demands, losses, damages, actions, causes of action, suits, debts, promises, liabilities, obligations, liens, costs, expenses, attorneys' fees, indemnities, subrogations (contractual or equitable) or duties, of any nature, character or description whatsoever, whether known or unknown, at law or in equity, fixed or contingent, accrued or not yet accrued, matured or not yet matured, anticipated or unanticipated, asserted or unasserted,

arising out of or related to, directly or indirectly, the Lawsuit and the Disputes, as defined in the corresponding Settlement Agreement.

3. Each Party jointly and severally acknowledges that they may later discover material facts in addition to, or different from, those which they now know, suspect or believe to be true with respect to the Disputes, the Lawsuit or the negotiation, execution or performance of this Agreement. Each party further acknowledges that there may be future events, circumstances or occurrences materially different from those they know or believe likely to occur. It is the intention of the parties to fully, finally and forever settle and release all claims and differences relating to the Disputes or the Lawsuit. The releases provided in this Agreement shall remain in full force and effect notwithstanding the discovery or existence of any such additional or different facts or occurrence of any such future events, circumstances or conditions.
4. Each Party affirms that it has not filed with any governmental agency or court any type of action or report against any of the other Party other than the Lawsuit, and currently knows of no existing act or omission by any other Party that may constitute a claim or liability excluded from the releases set forth herein.
5. Effect of Release. In the event of any inconsistencies between this Release and the Settlement Agreement, the terms of this Release shall govern and control. Except as provided for herein, all other terms and conditions of the Settlement Agreement shall remain unchanged and the parties hereby reaffirm the terms and conditions of the Settlement Agreement. This Release may only be varied by a document, in writing, of even or subsequent date hereof, executed by the parties hereto.

6. Counterparts. This Release may be executed in any number of counterparts, whether by original, copy, email or telecopy signature, each of which, when executed and delivered, will be deemed an original, but all of which together will constitute one binding agreement and instrument
7. Paragraphs 35 through 47 of the Settlement Agreement are hereby incorporated as if fully set forth herein and govern the interpretation of this Release.

[Signature Page Follows]

LIVFREE WELLNESS, LLC By: _____ Print Name: _____ Title: _____	MM DEVELOPMENT COMPANY, INC. By: _____ Print Name: _____ Title: _____
ETW MANAGEMENT GROUP LLC By: _____ Print Name: _____ Title: _____	GLOBAL HARMONY LLC By: _____ Print Name: _____ Title: _____
ZION GARDENS LLC By: _____ Print Name: _____ Title: _____	JUST QUALITY, LLC By: _____ Print Name: _____ Title: _____
LIBRA WELLNESS CENTER, LLC By: _____ Print Name: _____ Title: _____	ROMBOUGH REAL ESTATE, INC. By: _____ Print Name: _____ Title: _____

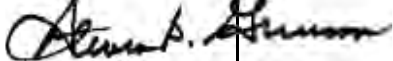
NEVADA WELLNESS CENTER, LLC By: _____ Print Name: _____ Title: _____	QUALCAN, LLC By: _____ Print Name: _____ Title: _____
LONE MOUNTAIN PARTNERS, LLC By: _____ Print Name: _____ Title: _____	NEVADA ORGANIC REMEDIES, LLC By: _____ Print Name: _____ Title: _____
GREENMART OF NEVADA NLV, LLC By: _____ Print Name: _____ Title: _____	HELPING HANDS WELLNESS CENTER, INC. By: _____ Print Name: _____ Title: _____
	CPCM Holdings, LLC, CHEYENNE MEDICAL, LLC, and COMMERCE PARK MEDICAL, LLC By: _____ Print Name: _____ Title: _____

<p>STATE OF NEVADA, DEPARTMENT OF TAXATION</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>	
--	--

EXHIBIT D

EXHIBIT D

DOT/CCB000077



CLARK HILL PLLC
DOMINIC P. GENTILE (NSBN 1923)
Email: dgentile@clarkhill.com
ROSS MILLER (NSBN 8190)
Email: rmiller@clarkhill.com
JOHN A. HUNT (NSBN 1888)
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Nevada Pure, LLC, Medifarm, LLC, and
Medifarm IV, LLC,, Plaintiffs in case no. A-786962

**DISTRICT COURT
CLARK COUNTY, NEVADA**

	)	Case No. A-19-787004-B
)	
	)	Consolidated with A-785818
	)	A-786357
In Re: D.O.T. Litigation,	)	A-786962
	)	A-787035
	)	A-787540
	)	A-787726
	)	A-801416
	)	Dept. No. XI
)	
	)	OST Hearing Date: 7.31.2020
	)	OST Hearing Time: 8:30 a.m.
)	

**JOINDER
TO
THC NEVADA, LLC and HERBAL CHOICE, INC.'S *EX PARTE* APPLICATION FOR
TEMPORARY RESTRAINING ORDER WITH NOTICE AND MOTION FOR
PRELIMINARY INJUNCTION ON ORDER SHORTENING TIME**

TGIG, LLC, Nevada Holistic Medicine, LLC, GBS Nevada Partners, Fidelis Holdings,
LLC, Gravitas Nevada, Nevada Pure, LLC, Medifarm, LLC, and Medifarm IV, LLC,, Plaintiffs
in Case A-19-786962-B ("Plaintiffs"), by and through counsel, the law firm CLARK HILL,
PLLC, hereby submit their Joinder to THC Nevada, LLC and Herbal Choice, Inc.'s *Ex Parte*

1 *Application for Temporary Restraining Order with Notice and Motion for Preliminary Injunction*
2 *on Order Shortening Time* (“Motion”) filed July 28, 2020.

3 Pursuant to EDCR 2.20(d), Plaintiffs join in the Motion’s legal arguments, conclusion,
4 and requested relief. Plaintiffs’ Joinder is also based on the papers and pleadings on file, and any
5 oral argument at the time of the hearing. If for any reason the Motion becomes moot or is
6 withdrawn, then this Joinder shall serve as its own stand-alone Motion.

7
8 In addition, Plaintiffs provide the following supplement to their Joinder.

9
10 **1. The Court Should Issue a Temporary Restraining Order Because the Proposed**
11 **Settlement Agreement Provides Unlawful Provisions which will Cause**
12 **Irreparable Harm to Plaintiffs**

13 The Settlement Agreement unlawfully binds the Parties to join an ambiguously described
14 DoT filed Motion that exceeds any lawful authority of the State, binds the parties to an
15 agreement which usurps and supplants the proper role of this court and which evidences a clear
16 intent by the settling parties to inappropriately collude toward a settlement that is inapposite to
17 sound public policy and good government. Paragraph Seven (7) of the Agreement provides:

18
19 “As a condition and term of this settlement, DOT will notify the Court and will file an
20 appropriate Motion on OST in the Lawsuit informing the Court that it has determined that Lone
21 Mountain, NOR, GreenMart, and Helping Hands (each, a “Tier 3 Party”) have satisfied the DOT
22 that each such Settling Defendant provided the information necessary in their respective
23 applications to allow the DOT and/or CCB to conduct all necessary background checks and
24 related actions and that Lone Mountain, NOR, GreenMart, and Helping Hands are being
25 reassigned to Tier 2 status in the Lawsuit for purposes of the Preliminary Injunction or any other
26 injunction that may be issued in the Lawsuit or any related proceedings.”
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1 **A. The Proposed Settlement Agreement Exceeds Lawful State Authority to Issue**
2 **Licenses**

3 While the express terms of any Motion that the DoT would be required to file pursuant to
4 the Settlement Agreement remain unclear, the DOT simply has no authority to revise its previous
5 representations to the court and now claim instead that applications were complete for purposes
6 of evaluation and scoring of the identified portions of the merit criteria. In support of the Court's
7 Findings of Fact and Conclusions of Law, the DoT responded to the Court's inquiry regarding
8 completeness of applications "based on the information available to it from applications
9 themselves, testimony given at the hearing (without reference to issues of admissibility, which an
10 affected party may raise), and information publicly available from a government website (the
11 Canadian Securities Exchange website), which was submitted by the applicant or information
12 submitted about the applicant by an entity claiming an affiliation to the applicant." (See, Court
13 Exhibit 3 to FFCL). Based upon that determination, DoT represented that applications filed by
14 the parties subject to the Court's injunction were not complete and in compliance with respect to
15 disclosures of ownership. As the court noted in its FFCL, the law "required the DoT to
16 determine that an Application is "complete and in compliance" with the provisions of NAC
17 453D in order to properly apply the licensing criteria set forth therein and the provision of the
18 Ballot Initiative and the enabling statute." The court further determined that, "[w]hen the DoT
19 received applications, it undertook no effort to determine if the applications were in fact
20 "complete and in compliance."

21 Factual determinations that certain successful applicants did not submit complete
22 applications with respect to ownership cannot now be simply conveniently disregarded or
23 forgotten by the State to reach a partial settlement agreement. As the court noted in its FFCL,
24

1 “[t]he testimony elicited during the evidentiary hearing established that multiple changes in
2 ownership have occurred since the applications were filed. Given this testimony, simply updating
3 the applications previously filed would not comply with BQ2” (FFCL pg 17 Footnote 16).
4 Indeed, the fact that the enjoined parties failed to list all owners in their applications remains
5 unchanged. This fact is critical to the ultimate factual determination by the court as to whether
6 the DoT’s failure to comply with the law invalidates the issuance of licenses because the
7 applicants’ designations of owners, officers and board members were directly tied to the merit
8 criteria used by the evaluators to score and rank applicants.
9

10
11 In evaluating numerous sections of the application, the evaluators applied a percentage-
12 based formula of the proportional number of owners, officers or board members who met
13 established criteria such as educational achievements, previous business experience, experience
14 in the marijuana industry and diversity. Therefore, if certain applicants were awarded
15 conditional licenses based upon scoring which did not include a complete disclosure of the
16 applicant’s owners, officers or board members, the DoT cannot now simply revise its previous
17 findings regarding the completeness of applications and suddenly suggest to this Court that the
18 ranking and scoring would remain unchanged.
19

20
21 Furthermore, the proposed Settlement Agreement provides in Paragraph Two (2) that,
22 “the DoT and/or CCB agrees to issue a conditional Henderson license to LiveFree” subject to
23 conditions which appear to completely disregard the statutory mandates relating to the
24 requirement that the State conduct a competitive application process prior to issuing any such
25 licenses. See, NRS 453D.210(6). Any such contemplated issuance of a Henderson license to
26 LivFree circumvents clear statutory mandates and is facially violative of the clear provisions
27 mandating a merit-based review of competing applicants. DoT was granted no such authority to
28

1 wholly disregard the law in granting licenses, which are limited in quantity by statute, and are the
2 entire subject of dispute of the instant litigation.

3 Consequently, any proposed settlement agreement which requires the State to reach any
4 such finding is unlawful, collusive and injurious to other Plaintiffs to this litigation.
5

6 **B. The Proposed Settlement Agreement Includes Provisions That Usurp the Proper**
7 **Role of This Court and Should Be Enjoined From Formal Approval by the**
8 **Nevada Tax Commission**

9 The proposed Settlement Agreement alarmingly suggests the Parties agree to circumvent
10 key provisions of this Court's previous findings and instead swiftly allow illegally issued
11 conditional licenses to move forward with approvals toward final inspections. The Settlement
12 Agreement provides, "[t]he Motion to be filed by DOT will indicate the DOT's approval of the
13 applications of the previously designated Tier 3 Defendant Intervenors and that final inspections
14 may be completed for any establishments owned by Lone Mountain, NOR, GreenMart, and
15 Helping Hands." The Agreement further mandates that "[a]ll Parties will join in the DOT's
16 Motion." However, the proposed terms of the Settlement Agreement should be enjoined by this
17 court prior to any requested approval by the Nevada Tax Commission because the terms of the
18 agreement exceed any authority granted to DoT and inappropriately binds the parties to a
19 vaguely described agreement that seemingly intends to moot proceedings properly before the
20 Court.
21
22

23 It is well-established that a live case and controversy must exist throughout the entire
24 proceeding. *Personhood Nev. v. Bristol*, 126 Nev. 599, 602, 245 P.3d 572, 574 (2010). However,
25 a case is only moot if *all* claims and requests for relief are moot. For example, "when the
26 violation of a statute or another law may be remedied by monetary damages, as well as
27 injunctive or declaratory relief, a complaint for damages may remain viable even when the
28

1 injunctive or declaratory remedies have been rendered moot.” *Stockmeier v. Nev. Dep’t of Corr.*
2 *Psychological Review Panel*, 124 Nev. 313, 318 n.16, 183 P.3d 133, 136 (2008). To the extent
3 the Settlement Agreement requires the State to argue the entire case is now moot, that argument
4 has no merit. This case involves both claims for injunctive relief and for damages. Thus, it is
5 clear under *Stockmeier* that the amendment of the statutes to define “owner” does not render the
6 entire case moot. In any event, the ultimate legal issues still must be litigated to conclusion in
7 order to resolve the Plaintiffs’ damages claims.
8

9
10 To the extent the Settlement requires the State to argue that only the preliminary
11 injunction is moot, that argument must also be rejected. The State’s failure to follow the law
12 during the 2018 Recreational Marijuana Application period is not cured by the amendment of the
13 statute or ensuing regulations because, had the State followed the law, the rankings would have
14 turned out differently. Specifically, had the State followed the law, the enjoined parties to the
15 Agreement, namely Helping Hands Wellness Center, Inc, Lone Mountain Partners, LLC, Nevada
16 Organic Remedies, LLC and GreenMart of Nevada NLV LLC, would have been evaluated,
17 scored and ranked differently because those applicants failed to list owners. *See* NAC
18 453D.272(1) (requiring that an application be “complete and in compliance” with the
19 regulations).
20
21

22 The number of available licenses is limited, and the State has now awarded the maximum
23 number allowed in multiple counties, but the State awarded those licenses based upon scoring
24 and rankings of incomplete applications that cannot now be remedied by any DoT fiction that the
25 State might somehow be able to reconstruct the applications to include an applicant’s omitted
26 owners, officers or board members. *See* NRS 453D.210(5)(d); 678B.260(1)(a). Consequently,
27 the applicants who would have received a license, but did not because the State ignored the law,
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1 have been and still are being harmed. Any proposed approval by the Nevada Tax Commission of
2 a partial Settlement Agreement that mandates transfer of illegally awarded licenses would result
3 in injury to Plaintiffs in this litigation and should be enjoined as the agreement seeks to
4 circumvent this Court's ultimate determination on the merits.

5
6 The Court's injunction cannot be mooted as the proposed Settlement Agreement implies.
7 This case is plainly distinguishable from those where a disappointed bidder failed to demonstrate
8 prejudice. In *Intralot, Inc. v. Blair*, 2018-Ohio-3873, ¶ 46 (Ct. App. 2018), the court held that a
9 preliminary injunction was properly dissolved as moot where, after the litigation started, the state
10 procurement agency properly scored the plaintiff's application and the score was so low that "it
11 had no realistic chance" of winning the contract. This case is also distinguishable from those
12 where the plaintiff is challenging the *enforcement* of a law that is then amended or repealed. In
13 those types of cases, the courts generally hold that repealing or amending the law through formal
14 legislative action is often enough to moot a request to enjoin enforcement of the law. *See e.g.*,
15 *All. for America's Future v. State*, No. 56283, 2012 Nev. Unpub. LEXIS 287, at *6 (Feb. 24,
16 2012) (unpublished) (appeal of order issuing preliminary injunction was moot where the
17 underlying statute had been amended pending the appeal); *Boulder Sign Co. v. City of Boulder*
18 *City, Nevada*, 382 F. Supp. 2d 1190, 1196 (D. Nev. 2005) (recognizing the general rule that
19 repeal of a statute moots any objection to that statute's constitutionality, even if the statute could
20 be reenacted). This case is the opposite: the claim is that the State *failed to enforce* the law, and
21 this failure materially changed the outcome of its licensing process. Repealing the law that the
22 State failed to enforce in the past does not cure the harm because, due to the limited number of
23 licenses, Plaintiffs are now unable to obtain a license that they could have otherwise.
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1 Furthermore, injunctive relief is proper to remedy the State's violation of the law. Ballot
2 Question 2 required the State to use "an impartial and numerically scored competitive bidding
3 process." NRS 453D.210(6). Therefore, this case must be treated like other competitive bidding
4 processes, such as those used in procurement (see NRS Chapter 333) or public works (see NRS
5 Chapter 338, 341). This means that the State should have rejected as incomplete and not in
6 compliance all applications that did not list all owners or that listed "strawman" owners,
7 directors, or officers. Its failure to do so renders the issuance of licenses to any such entities void.
8 This is because the applications were, effectively, not responsive because they failed to meet the
9 requirements of the law to even be considered.
10

11
12 The Nevada Supreme Court has previously recognized that the lowest responsible bidder
13 whose bid is unlawfully rejected should bring a timely challenge to require the government to
14 accept his bid and award him the contract. *Gulf Oil*, 94 Nev. at 119. Injunctive relief awarding
15 the contract to the lowest bidder is the proper relief. *Id.* The federal district court, applying
16 Nevada law, has also ordered that the government award a contract to the lowest bidder. *Fisher*
17 *Sand & Gravel Co. v. Clark Cty.*, No. 2:09-cv-01372-RCJ-GWF, 2010 U.S. Dist. LEXIS 4888,
18 at *32 (D. Nev. Jan. 6, 2010). In *Fisher*, the court found that the Clark County Board of County
19 Commissioners violated the plaintiff's due process rights at the hearing on whether the plaintiff
20 was a "responsible" bidder. *Id.* at *31. After a rehearing, as ordered by the court, the board failed
21 to produce any evidence that the plaintiff was not a responsible bidder. *Id.* But instead of
22 awarding the plaintiff the contract, it cancelled the project entirely. *Id.* at *32. The court held that
23 the board had no authority to do so and ordered that it must award the contract to the plaintiff.
24 *Id.* The California courts have also addressed these issues. As the California Supreme Court has
25 recognized, "the most effective enforcement of the competitive bidding law is to enforce by
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1 injunction the representation that the contract will be awarded to the lowest responsible bidder.
2 This is generally done by setting aside the contract award to the higher bidder.” *Kajima/Ray*
3 *Wilson v. Los Angeles County Metropolitan Transportation Authority*, 23 Cal.4th 305, 313, fn. 1,
4 1 P.3d 63 (Cal. 2000). The court in *Eel River Disposal & Res. Recovery, Inc. v. Cty. of Humboldt*
5 recognized that in some cases the contract awarded may be fully performed by the time of the
6 litigation, which would limit the ability of the court to issue effective injunctive relief. 221 Cal.
7 App. 4th 209, 240, 164 Cal. Rptr. 3d 316, 340 (2013). In those cases, damages are likely the
8 appropriate remedy. *Id.* However, in that case 99% of the work had not yet been accomplished.
9 *Id.* The court therefore remanded to the trial court to determine whether an injunction awarding
10 the contract to the plaintiff was the appropriate relief. *Id.*

13 This case is analogous to *Eel River* because the “project” at issue, the opening of a
14 dispensary, has not actually occurred for all of the licensees. Accordingly, injunctive relief is not
15 moot because it is still entirely possible for the Court to award effective equitable relief. A major
16 purpose of using a competitive bidding system is “to guard against favoritism, improvidence and
17 corruption.” *Gulf Oil Corp. v. Clark Cty.*, 94 Nev. 116, 118, 575 P.2d 1332, 1333 (1978). In this
18 case, the State’s process utterly failed to meet that purpose. Indeed, the process was so flawed
19 that it threw the door wide open to favoritism, improvidence, and corruption. The only effective
20 relief, for both the Plaintiffs (and for the public who is harmed by allowing such corruption) is to
21 invalidate the State’s actions and require a new round of licensing where all applicants are
22 treated equally and fairly. Therefore, the provisions of the Settlement Agreement requiring the
23 State to invalidate findings central to the ultimate factual determinations before the Court must
24 be enjoined prior to any Nevada Tax Commission approval in order to prevent injury to
25 Plaintiffs.
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1 **C. The Proposed Settlement Agreement Evidences Collusion Between the Parties**
2 **and is Contrary to Sound Public Policy**

3
4 DoT's desire to reach a partial settlement in this case does not appear motivated by the
5 best interest of the State but instead appears motivated by collusive interests of the settling
6 parties that weigh against sound public policy. Paragraph Five (5) of the Settlement Agreement
7 provides, "[c]ontemporaneously, Settling Plaintiffs will withdraw the pending Motion for Case
8 Terminating Sanctions filed against the DOT seeking to strike its Answer to the Lawsuit." It is
9 notable that an express condition of the Settlement Agreement withdraws a Motion alleging
10 improper conduct by the State and representatives of the Attorney General's office. Indeed, the
11 Settlement Agreement mandates withdrawal of a Motion in which MM Development Company,
12 Inc and LivFree Wellness LLC alleged that the, "stunning spoliation of cell phones from 3 of the
13 top 4 DOT employees involved in the marijuana application process requires that the Court
14 strike the DOT answer in the MM/LivFree case and the NWC case wherein written preservation
15 orders were entered." The Court's hearing relative to those motions further substantiated claims
16 of spoliation and improper conduct which prevented Plaintiffs from discovering evidence that
17 may have established favoritism, improvidence, or corruption.
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21 Apparently coincidentally, at the first Board Meeting ever held by the State's recently
22 formed Cannabis Compliance Board Meeting on July 21, 2020, both MM Development
23 Company and Nevada Wellness Center LLC were two of only three licensees among the
24 hundreds throughout Nevada who were served with Notices of Complaints for Disciplinary
25 Actions based upon alleged violations of provisions within the Governor's Declaration of
26 Emergency (Directive 021). Both MM Development and Nevada Wellness Center now propose
27 a partial settlement wherein they agree to drop their claims of inappropriate State conduct in
28

1 exchange for DoT's commitment that it will disregard the State's statutorily mandated ranking of
2 competitive applicants and instead award licenses to the very same two applicants who
3 previously sought to expose unlawful conduct by the State.
4

5 **2. The proposed Settlement Agreement's provisions concerning transfer of conditional**
6 **license violates clearly articulated prohibitions in both NAC453D and NCCR.**

7 Paragraph 8 of the proposed Settlement Agreement provides:

8 "As a condition and term of this settlement, after the conditions precedent in
9 Paragraphs 5-7 are met, the CCB agrees to make a good faith effort to expedite
10 any and all CHOW requests for the transfer of licenses from existing licensee to
11 another existing licensee as set forth in Paragraph 1 above. The CCB agrees that
12 it will make a good faith effort to expedite and process all CHOWs after
13 submission thereof. For purposes of approving the transfers, LivFree, MM, ETW
14 Plaintiffs, NWC, Qualcan, and Thrive were previously and are currently approved
15 by the DOT as owners and operators of medical and retail marijuana dispensary
16 licenses in the state of Nevada. In compliance with NRS/NAC 453D, these
17 parties have operated retail marijuana dispensaries without any suspensions or
18 revocations of those licenses. Any delays in approvals of the CHOWs due to no
19 fault of transferor shall not be deemed a breach of this Agreement.
20

21 Id.

22 Both NAC 453D and NCCR provide identical provisions related to a requirement that a
23 request to transfer an ownership interest in a conditional license requires a notarized attestation
24 by the transferor declaring that the prospective owner will build and operate the establishments at
25 standards meeting or exceeding the criteria contained in the original application. Absent a
26 finding invalidating the ranking of applications by DOT, neither the proposed "Settling
27 Defendants" nor the proposed "Settling Plaintiffs" can assert that the marijuana establishment
28 will meet or exceed the very same criteria that DOT purports it appropriately considered and
ranked from first to last among competing applicants. The Settling Parties simply cannot assert
that the proposed transfers will be built and operated at the same standards ranked and scored by
the DoT absent an explicit admission by DoT or a determination by the court that the rankings of

1 these same applications among competing applicants are devoid of any meaning.

2 NAC 453.315(9) and NCCR 5.110(9) provide identical restrictions toward the requested
3 transfer of conditional licenses: “[a] request to transfer an ownership interest in a cannabis
4 establishment which holds a conditional license must be accompanied by a notarized attestation,
5 signed by a person authorized to submit such an attestation by the governing documents of the
6 cannabis establishment, declaring that the prospective owner will build and operate the cannabis
7 establishment at standards that meet or exceed the criteria contained in the original application
8 for the cannabis establishment.”
9

10
11 Notwithstanding the above, the purported Settlement Agreement provides for unlawful
12 transfers of conditional licenses as follows:

13 * ***Lone Mountain hereby assigns 1 City of Las Vegas conditional license to Qualcan;***

14 This provision seeks unlawful transfer of a license from an applicant ranked
15 number **Six (6)** to an applicant ranked number **Eleven (11)**

16 * ***Lone Mountain hereby assigns 1 Washoe County – City of Reno conditional license,***

17 This provision seeks unlawful transfer of a license from an applicant ranked
18 number **Five (5)** to an applicant whose ranking cannot specifically be determined
19 but **would not have qualified for licensure**

20 * ***1 Lincoln County conditional license, 1 Esmerelda conditional license, and***
21 ***1 Eureka County conditional license to ETW Plaintiffs;***

22 This provision seeks unlawful transfer of a license from an applicant ranked
23 number **One (1)** to an applicant that did not apply in that jurisdiction but based on
scores in other jurisdictions **would not have qualified for licensure.**

24 * ***Helping Hands hereby assigns 1 Unincorporated Clark County conditional license to***
25 ***LivFree;***

26 This provision seeks unlawful transfer of a license from an applicant ranked
27 number **Five (5)** to an applicant ranked **Thirty-Five (35)**

28 * ***NOR hereby assigns 1 Unincorporated Clark County conditional license to MM;***

1 This provision seeks unlawful transfer of a license from an applicant ranked
2 number **Three (3)** to an applicant ranked **Fourteen (14)**

3 * ***NOR hereby assigns 1 Carson City conditional license to Qualcan;***

4 This provision seeks unlawful transfer of a license from an applicant ranked
5 number **Two (2)** to an applicant that did not apply in that jurisdiction but based on
6 scores in other jurisdictions **would not have qualified for licensure.**

7 * ***GreenMart hereby assigns 1 Unincorporated Clark County conditional license to
NWC;***

8 This provision seeks unlawful transfer of a license from an applicant ranked
9 number **Seven (7)** to an applicant ranked **sixty-nine (69)**

10 * ***Thrive hereby assigns 1 Clark County – City of Henderson conditional license
11 (RD266) to ETW Management or a related-entity designee;***

12 This provision seeks unlawful transfer of a license from an applicant ranked
13 number **Fourth (4)** to an applicant ranked **Thirty (30)**

14 * ***Lone Mountain hereby assigns 1 Douglas County conditional license to Thrive***

15 This provision seeks unlawful transfer of a license from an applicant ranked
16 number **One (1)** to an unspecified applicant. Per the terms of the Agreement, the
17 Parties agree to a transfer to Thrive yet that applicant applied under two separate
18 entity names. Both Thrive entities, Cheyenne Medical and Commerce Park,
19 submitted identical applications but were scored differently. Supposing that the
intended transfer of license was intended to be built and operated by Commerce
Park then the applicant **would not have qualified for licensure.**

20
21 Applicable provisions of NAC 453D clearly establish that the intent of NAC 453.315(9)
22 is that the terms “build and operate the marijuana establishment at standards that meet or exceed
23 the criteria contained in the original marijuana establishment” are intended to prohibit the exact
24 conditions the settling parties now seek to apply. NAC 453D.260 provides that the
25 “[d]epartment will provide notice of a request for applications to operate a marijuana
26 establishment...” NAC 453D.268 provides in relevant part, “The application must include,
27 without limitation: Documentation concerning the size of the proposed marijuana establishment,
28

1 including, without limitation, building and general floor plans with supporting details.” These
2 associated regulations evidence a clear intent prohibiting the precise conduct that DoT now
3 attempts to condone in permitting transfer of conditional licenses.
4

5 The DoT simply does not have any such authority to disregard the law in furtherance of
6 any proposed partial settlement and should the agreement should therefore be enjoined by this
7 court.

8 Dated this 30th day of July, 2020.

9 **CLARK HILL, PLLC**

10 By Ross Miller, Esq.
11 Dominic P. Gentile, Esq. (NSBN 1923)
12 Ross Miller, Esq. (NSBN 8190)
13 John A. Hunt, Esq. (NSBN 1888)
14 Mark Dzarnoski, Esq. (NSBN 3398)
15 3800 Howard Hughes Pkwy., #500
16 Las Vegas, Nevada 89169
17 Attorneys for Plaintiffs

18 **CERTIFICATE OF SERVICE**

19 I hereby certify that on the 30th day of July, 2020, I served a true and correct copy of the
20 foregoing via the Court’s electronic filing system only, pursuant to the Nevada Electronic Filing
21 and Conversion Rules, Administrative Order 14-2, to all parties currently on the electronic
22 service list.
23

24 /s/ Tanya Bain
25 An Employee of Clark Hill
26
27
28

EXHIBIT E

EXHIBIT E

DOT/CCB000092



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**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

ETW MANAGEMENT GROUP LLC, et al.,
Plaintiffs,
vs.
STATE OF NEVADA, DEPARTMENT OF
TAXATION, a Nevada administrative agency;
DOES 1 through 20, inclusive; and ROE
CORPORATIONS 1 through 20, inclusive,
Defendants,
NEVADA ORGANIC REMEDIES, LLC
Defendant-Intervenor

Case No.)!#(!&'""%!*
Dept. No. 13

Consolidated with:
A-18-785818-W
A-18-786357-W
A-19-786962-B
A-19-787035-C
A-19-787540-W
A-19-787726-C
A-19-8014416-B

NOTICE OF ENTRY OF ORDER

AND ALL CONSOLIDATED CASES.

PLEASE TAKE NOTICE that an *Order Denying Ex Parte Application for Temporary Restraining Order and Motion for Preliminary Injunction* was entered in the above-referenced matter on August 17, 2020, a copy of which is attached hereto.

DATED: August 17, 2020

KOCH & SCOW, LLC

By: /s/ David R. Koch
David R. Koch, Esq.
Attorneys for Defendant-Intervenor
Nevada Organic Remedies, LLC

DOT/CCB000093

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CERTIFICATE OF SERVICE

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Executed on August 17, 2020 at Henderson, Nevada.

&A

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/s/ Andrea Eshenbaugh
Andrea Eshenbaugh

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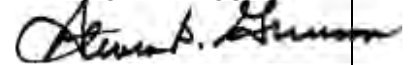
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DOT/CCB000094

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**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

IN RE D.O.T. LITIGATION

"!&#A\$%A-19-787004-B (Lead Case)

A-18-785818-W (Sub Case)
A-18-786357-W (Sub Case)
A-19-786962-B (Sub Case)
A-19-787035-C (Sub Case)
A-19-787540-W (Sub Case)
A-19-787726-C (Sub Case)
A-19-801416-B (Sub Case)

DEPT. 11

**ORDER DENYING EX PARTE
APPLICATION FOR TEMPORARY
RESTRAINING ORDER AND
MOTION FOR PRELIMINARY
INJUNCTION**

Hearing Date: July 31, 2020
Time: 8:30 a.m.

THC Nevada LLC's and Herbal Choice Inc.'s Ex Parte Application for Temporary Restraining Order and Motion for Preliminary Injunction (collectively "Application") came on for hearing on shortened time on July 31, 2020. After considering the Application, all Oppositions filed in response, the Reply briefs submitted, and all joinders filed to each of these filings, and after hearing argument by all parties who wished to be heard on the issues raised in the Application, the Court orders as follows:

DOT/CCB000095

Ä

Ä The Court DENIES the Application and will not enjoin the parties or the Nevada
!Ä Tax Commission with respect to the approval of the settlement agreement among the
"Ä parties thereto. The Court finds that the settlement agreement does not seek to limit the
#Ä Court's authority on any remaining claims that may be pursued by any non-settling
\$Ä parties and there are no indemnity or contribution claims sought to be extinguished by
%Ä the settlement. Accordingly, the Court will not interfere with the business decisions
&Ä made by the parties and will instead leave it to the Tax Commission to determine
'Ä whether they have the authority to approve the settlement and to consider and
(Ä determine whether the settlement agreement presented shall in fact be approved.

ÄÄ

IT IS SO ORDERED.

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Dated: August 17, 2020

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Submitted by:

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KOCH & SCOW, LLC

!ÄÄ

/s/ David R. Koch

David R. Koch, Esq.

! Ä

*Attorneys for Defendant-Intervenor, Counterclaimant
Nevada Organic Remedies, LLC*

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District Court Judge

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DOT/CCB000096

Ä

EXHIBIT F

EXHIBIT F

DOT/CCB000098



NOTC
AARON D. FORD
Attorney General
Steve Shevorski (Bar No. 8256)
Chief Litigation Counsel
Akke Levin (Bar No. 9102)
Senior Deputy Attorney General
Kiel B. Ireland (Bar No. 15368C)
Deputy Attorney General
Office of the Attorney General
555 E. Washington Ave., Ste. 3900
Las Vegas, NV 89101
(702) 486-3420 (phone)
(702) 486-3768 (fax)

*Attorneys for Defendant
State of Nevada ex rel. its
Department of Taxation*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In re DOT Litigation,

Case No. A-19-787004-B
Dept. No. XI

Consolidated with:
A-18-785818-W
A-18-786357-W
A-19-786962-B
A-19-787035 -C
A-19787540-W
A-19-787726-C
A-19-801416-B

**DEPARTMENT OF TAXATION'S NOTICE OF
REMOVING ENTITITES FROM TIER 3**

The State of Nevada ex. rel. the Department of Taxation, by and through counsel, files this notice removing Helping Hands Wellness Center, Inc., Lone Mountain Partners, LLC, Greenmart of Nevada NLV, LLC, and Nevada Organic Remedies, LLC from tier 3.

MEMORANDUM OF POINTS AND AUTHORITIES

I. Introduction

This Department of Taxation notifies the Court that it removes Helping Hands, Greenmart, Lone Mountain, and NOR from the list of entities previously included withing

1 the “tier 3” of successful applicants. The Department’s question of whether those entities
2 disclosed their prospective owners, officers, and board members as part of the September
3 2018 recreational store marijuana competition has been eliminated.

4 **II. Background**

5 This Court held a preliminary injunction hearing in 2019. During that hearing, the
6 Court tasked the Department of Taxation with the following question:

7 The Court: Which successful applicants completed the
8 application in compliance with NRS 453D.200(6), which is the
9 provision that says, “All owners –” I’m sorry, it says “Each
owner,” at the time the application was filed in September 2018?

10 **Ex. A** at 164:19-23.

11 The Department, through counsel, responded with an email. **Ex. B.** In the email,
12 the Department described a process of creating 3 tiers. *Id.* The tiers were created in
13 response to the Court’s question, “which successful applicants completed the application in
14 compliance with NRS 453D.200(6) at the time the application was filed in September
15 2018?” *Id.* Relevant here is tier 3.

16 In tier 3 the Department identified four conditional licensees: Helping Hands,
17 Greenmart, Lone Mountain, and NOR. *Id.* The Department explained that it “could not
18 eliminate a question” regarding the completeness of those parties’ respective disclosures on
19 Attachment A of the application. *Id.* The use of the phrase “could not eliminate” indicated
20 a *then* existing question that could not be fully resolved for Helping Hands, Greenmart,
21 Lone Mountain, and NOR at that time. *Id.*

22 **III. Discussion**

23 The Department has eliminated its question. Each entity described in tier 3 will be
24 discussed below.

25 **A. Helping Hands and Lone Mountain**

26 The Department removes Helping Hands from tier 3. In the August 21, 2019 email,
27 it was noted that a question could not be eliminated whether Mr. Terteryan was Helping
28 Hands’ chief operating officer when Helping Hands filed its application. *Id.* No evidence

1 has been uncovered since then demonstrating that Mr. Terteryan held an officer position
2 at the relevant time. Accordingly, Helping Hands is removed from tier 3.

3 The Department removes Lone Mountain from tier 3. In the August 21, 2019 email,
4 it was noted that a question could not be eliminated as to whether Lone Mountain was a
5 subsidiary of an entity called Verano. *Id.* No evidence has been uncovered since then
6 demonstrating that Verano owns Lone Mountain. Accordingly, Lone Mountain is removed
7 from tier 3.

8 **B. NOR and Greenmart**

9 NOR and Greenmart were truthful in their applications. They described all owners
10 on their application. NOR in its application listed each of its owners, which included GGB
11 Nevada, LLC that was 100% owned by Xanthic Biopharma, LLC, an entity listed on the
12 Canadian Securities Exchange. Greenmart in its application listed its owners, which
13 included CGX Life Sciences, Inc., a wholly owned subsidiary of MPX Bioceutical
14 Corporation an entity listed on the Canadian Securities Exchange. The Department
15 awarded NOR and Greenmart conditional licenses. They have not received final licenses
16 for their conditionally licensed establishments. In short, they are in the exact position they
17 were in when the results were announced in December 2018. And they, like many existing
18 dispensaries with public ownership, have operated retail dispensaries beginning before the
19 September 2018 applications and continuing beyond to this day.

20 NOR and Greenmart were on tier 3 for an identical reason. Then existing
21 regulations provided no specified means to conduct a background check on an entity. While
22 NOR and Greenmart have remained on conditional licensee status, Nevada's legislature
23 and the Cannabis Compliance Board addressed and fully resolved any issues with
24 conducting a background check for these conditional licensee owners.

25 Nevada's legislature has created a series of measures to protect the public health,
26 safety, and morals in the nascent cannabis industry in Nevada. Nevada's legislature
27 adopted general qualifications for licensure and registration of persons. NRS 678B.200. It
28 is up to the CCB to determine if the "person is qualified to receive a license..." NRS

1 678B.200(1). The legislature then set out three categories of considerations for the CCB to
2 consider when evaluating an applicant's application to receive a license. NRS
3 678B.200(2)(a)-(c). These categories include "good character," "prior activities," and a
4 catch-all category to determine that the applicant is qualified "in all other respects." *Id.*

5 Nevada's legislature left it to the Cannabis Compliance Board to define the term
6 "person." The Cannabis Compliance Board has defined a "person" to include, "natural
7 persons, applicant, limited partnerships, limited-liability companies, corporations,
8 publicly-traded corporations, private investment companies, trusts, holding company, or
9 other form of business organization such as defined by the Board." CCB Reg. 1.137.
10 Applying for licensure "constitute[s] a request to the Board for a decision upon the
11 applicant's general suitability, character, integrity, and ability to participate or engage in
12 or be associated with, the cannabis industry in the manner or position sought by the
13 application..." CCB Reg. 5.000(3). The CCB is also authorized to consider applicant's
14 suitability and qualifications. CCB Reg. 5.015.

15 While this Court has at times raised an issue with respect to minority shareholders
16 of corporate entities who may not receive a background check, Nevada's legislature has
17 now addressed this valid concern to protect public safety with the authorization of a waiver
18 process in defined circumstances. NRS 678A.450(1)(e). The CCB fully addressed and
19 adopted the waiver process authorized by statute. CCB Reg. 5.125. It makes no difference
20 to this notice that there may be minority shareholders of NOR or Greenmart's respective
21 corporate membership that do not receive a background check.

22 The Department removes NOR and Greenmart from tier 3. Nevada's legislature has
23 authorized inquiry into the suitability of corporate entities as owners. The Cannabis
24 Compliance Board has defined persons as including corporate entities and created
25 regulations to background check them. Nevada's legislature also authorized waiver of the
26 background check requirement for small minority owners of a corporate applicant. Full
27 background checks are being done for NOR and Greenmart's corporate parents. These
28 ...

1 background checks will fully address any public safety concerns. Accordingly, NOR and
2 Greenmart are removed from tier 3.

3 There has never been any requirement for the Department to disqualify an applicant
4 under circumstances such as where NOR and Greenmart have been truthful and provided
5 the information required and requested by the Department on their applications. The
6 Department has discretion in related circumstances, such as when an owner with a
7 criminal history has been listed in an application, to still consider the application in the
8 competition. NAC 453D.272(6). In such circumstances, the Department would give notice
9 to the applicant of the issue and allow the applicant and remove the owner and revised
10 their application. *Id.*

11 **III. Conclusion**

12 Where applicants were truthful, a means to complete the background check for all
13 entities has been provided, the process will address any prior questions that the
14 Department may have had. For these reasons, the Department removes Helping Hands,
15 Greenmart, Lone Mountain, and NOR from tier 3.

16 Respectfully submitted August 11, 2020.

17 AARON D. FORD
18 Attorney General

19 By: /s/ Steve Shevorski
20 Steve Shevorski (Bar No. 8256)
21 Chief Litigation Counsel
22 Akke Levin (Bar No. 9102)
23 Senior Deputy Attorney General
24 Kiel B. Ireland (Bar No. 15368C)
25 Deputy Attorney General

26 *Attorneys for Defendant*
27 *State of Nevada ex rel. its*
28 *Department of Taxation*

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/s/ Traci Plotnick
Traci Plotnick, an employee of the
Office of the Attorney General

EXHIBIT A

EXHIBIT A

DOT/CCB000105

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

SERENITY WELLNESS CENTER LLC, .
et al. .

Plaintiffs .

CASE NO. A-19-786962-B

vs. .

STATE OF NEVADA DEPARTMENT OF .
TAXATION .

DEPT. NO. XI

Defendant .

**Transcript of
Proceedings**

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BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

EVIDENTIARY HEARING - DAY 20

FRIDAY, AUGUST 16, 2019

COURT RECORDER:

TRANSCRIPTION BY:

JILL HAWKINS
District Court

FLORENCE HOYT
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

DOT/CCB000106

047991

1 rebuttal, or have I finished the rebuttal arguments?

2 Mr. Shevorski, I have a homework assignment for you,
3 because, as the representative of the State, you are the only
4 one in a position to be able to provide this information.

5 MR. SHEVORSKI: Yes, Your Honor.

6 THE COURT: And then I need you to give me an
7 estimate on how long it's going to take you to do it.

8 MR. SHEVORSKI: Okay.

9 THE COURT: And I want a realistic estimate, not one
10 that keeps you and your staff from sleeping, okay.

11 MR. PRINCE: What was the last comment? I didn't
12 hear the last comment.

13 MR. SHEVORSKI: She wants me to be able to sleep.

14 MR. PRINCE: Oh.

15 MS. SHELL: Objection, Your Honor.

16 THE COURT: We've had a couple of times during this
17 where I told them I didn't care if they slept. But this one
18 isn't one of those.

19 Which successful applicants completed the
20 application in compliance with NRS 453D.200(6), which is the
21 provision that says, "All owners -- " I'm sorry, it says "Each
22 owner," at the time the application was filed in September
23 2018?

24 MR. SHEVORSKI: Completed applications, and then --

25 THE COURT: So I want to know which of the

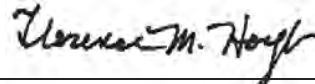
CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

FLORENCE HOYT
Las Vegas, Nevada 89146



FLORENCE M. HOYT, TRANSCRIBER

8/19/19

DATE

EXHIBIT B

EXHIBIT B

DOT/CCB000109

Traci A. Plotnick

From: Steven G. Shevorski
Sent: Sunday, August 2, 2020 9:42 AM
To: Steven G. Shevorski
Subject: FW: A786962 Serenity - Response to Judge's Question on NRS 453D.200(6)

Steve Shevorski
Chief Litigation Counsel
Office of the Attorney General
555 E. Washington Ave., Suite 3900
Las Vegas, NV 89101
702-486-3783

From: Steven G. Shevorski
Sent: Wednesday, August 21, 2019 3:23 PM
To: 'Meriwether, Danielle LC'; 'Michael Cristalli'; 'Vincent Savarese'; 'Ross Miller'; Ketan D. Bhirud; Robert E. Werbicky; David J. Pope; Theresa M. Haar; 'jag@mgalaw.com'; 'rgraf@blacklobello.law'; 'bhiggins@blacklobello.law'; 'alina@nvlitigation.com'; 'Work'; 'Eric Hone, Esq. (eric@h1lawgroup.com)'; 'jamie@h1lawgroup.com'; 'moorea@h1lawgroup.com'; 'jkahn@jk-legalconsulting.com'; 'dkoch@kochscow.com'; 'sscow@kochscow.com'; 'Bult, Adam K.'; 'tchance@bhfs.com'; 'a.hayslett@kempjones.com'; 'Nathanael Rulis, Esq. (n.rulis@kempjones.com)'; 'tparker@pnalaw.net'; 'Fetaz, Maximilien'; 'phil@hymansonlawnv.com'; 'shane@lasvegaslegalvideo.com'; 'joe@lasvegaslegalvideo.com'; 'Pat Stoppard (p.stoppard@kempjones.com)'; 'jdelcarmen@pnalaw.net'; Kutinac, Daniel; 'ShaLinda Creer'; 'Tanya Bain'; 'Karen Wiehl (Karen@HymansonLawNV.com)'; 'Kay, Paula'; 'Dennis Prince (dprince@thedplg.com)'; 'tlb@pisanellibice.com'; 'JTS@pisanellibice.com'
Cc: Kutinac, Daniel
Subject: RE: A786962 Serenity - Response to Judge's Question on NRS 453D.200(6)

Case : A-19-786962-B

Dept. 11

Danielle,

The Department of Taxation answers the Court's question as follows:

Court's Question: Which successful applicants completed the application in compliance with NRS 453D.200(6) at the time the application was filed in September 2018?

Answer: The Department of Taxation answers the Court's question in three parts.

First, there were seven successful applicants who are not parties to the coordinated preliminary injunction proceeding. These entities are Green Therapeutics LLC, Eureka NewGen Farms LLC, Circle S Farms LLC, Deep Roots Medical LLC, Pure Tonic Concentrates LLC, Wellness Connection of Nevada LLC, Polaris Wellness Center LLC, and TRNVP098 LLC. Accepting as truthful these applicants' attestations regarding who their owners, officers, and board members were at the time of the application, these applications were complete at the time they were filed with reference to NRS 453D.200(6).

Second, there were five successful applicants who are parties to this coordinated preliminary injunction proceeding whose applications were complete with reference to NRS 453D.200(6) if the Department of Taxation accepts as truthful their attestations regarding who their owners, officers, and board members were. These applicants were Clear River LLC, Cheyenne Medical LLC, Essence Tropicana LLC, Essence Henderson LLC, and Commerce Park Medical LLC.

Third, there were four successful applicants who are parties to this proceeding regarding whom the Department of Taxation could not eliminate a question as to the completeness of their applications with reference to NRS 453D.200(6). These applicants were Helping Hands Wellness Center Inc., Lone Mountain Partners LLC, Nevada Organic Remedies LLC, and Greenmart of Nevada NLV LLC.

With respect to the third group, the Department of Taxation could not eliminate a question as to the completeness of the applications due to the following:

1. **Helping Hands Wellness Center, Inc.** – The Department of Taxation could not eliminate a question a question regarding the completeness of the applicant's identification of all of its officers on Attachment A in light of Mr. Terteryan's testimony that he is the Chief Operating Officer and was not listed on Attachment A. The Department of Taxation does note, however, that Mr. Terteryan has been the subject of a completed background check.
2. **Lone Mountain Partners, LLC** – The Department of Taxation could not eliminate a question regarding the completeness of the applicant's identification of all of its owners because the Department could not determine whether Lone Mountain Partners, LLC was a subsidiary of an entity styled "Verona" or was owned by the individual members listed on Attachment A.
3. **Nevada Organic Remedies, LLC** - The Department of Taxation could not eliminate a question regarding the completeness of the applicant's identification of all of its owners because the Department could not determine whether there were shareholders who owned a membership interest in the applicant at the time the application was submitted, but who were not listed on Attachment A, as the applicant was acquired by a publicly traded company on or around September 4, 2018.
4. **Greenmart of Nevada NLV, LLC** - The Department of Taxation could not eliminate a question regarding the completeness of the applicant's identification of all of its owners. The Department could not determine whether the applicant listed all its owners on Attachment A because a subsidiary of a publicly traded company owned a membership interest in the applicant at the time the applicant submitted its application.

In creating this answer, the Department of Taxation sought to answer the Court's question in a neutral fashion based on the information available to it from the applications themselves, testimony given at the hearing (without reference to issues of admissibility, which an affected party may raise), and information publicly available from a government website (the Canadian Securities Exchange website), which was submitted by the applicant or information submitted about the applicant by an entity claiming an affiliation to the applicant. The Department of Taxation expects that Helping Hands Wellness Center Inc., Lone Mountain Partners LLC, Nevada Organic Remedies LLC, and Greenmart of Nevada NLV LLC may explain why they believe they submitted complete applications in compliance with the provisions of NRS 453D.200(6).

Best regards,

Steve Shevorski

Steve Shevorski
Head of Complex Litigation
Office of the Attorney General
555 E. Washington Ave., Suite 3900
Las Vegas, NV 89101
702-486-3783

From: Meriwether, Danielle LC <Dept11LC@clarkcountycourts.us>
Sent: Wednesday, August 21, 2019 10:11 AM
To: Steven G. Shevorski <SShevorski@ag.nv.gov>; 'Michael Cristalli' <mcristalli@gcmaslaw.com>; 'Vincent Savarese' <vsavarese@gcmaslaw.com>; 'Ross Miller' <rmiller@gcmaslaw.com>; Ketan D. Bhurud <KBhurud@ag.nv.gov>; Robert E. Werbicky <RWerbicky@ag.nv.gov>; David J. Pope <DPope@ag.nv.gov>; Theresa M. Haar <THaar@ag.nv.gov>; 'jag@mgalaw.com' <jag@mgalaw.com>; 'rgraf@blacklobello.law' <rgraf@blacklobello.law>; 'bhiggins@blacklobello.law' <bhiggins@blacklobello.law>; 'alina@nvlitigation.com' <alina@nvlitigation.com>; 'Work' <maggie@nvlitigation.com>; 'Eric Hone, Esq. (eric@h1lawgroup.com)' <eric@h1lawgroup.com>; 'jamie@h1lawgroup.com' <jamie@h1lawgroup.com>; 'moorea@h1lawgroup.com' <moorea@h1lawgroup.com>; 'jkahn@jk-legalconsulting.com' <jkahn@jk-legalconsulting.com>; 'dkoch@kochscow.com' <dkoch@kochscow.com>; 'sscow@kochscow.com' <sscow@kochscow.com>; 'Bult, Adam K.' <ABult@bhfs.com>; 'tchance@bhfs.com' <tchance@bhfs.com>; 'a.hayslett@kempjones.com' <a.hayslett@kempjones.com>; 'Nathanael Rulis, Esq. (n.rulis@kempjones.com)' <n.rulis@kempjones.com>; 'tparker@pnalaw.net' <tparker@pnalaw.net>; 'Fetaz, Maximilien' <MFetaz@bhfs.com>; 'phil@hymansonlawnv.com' <phil@hymansonlawnv.com>; 'shane@lasvegaslegalvideo.com' <shane@lasvegaslegalvideo.com>; 'joe@lasvegaslegalvideo.com' <joe@lasvegaslegalvideo.com>; 'Pat Stoppard (p.stoppard@kempjones.com)' <p.stoppard@kempjones.com>; 'jdelcarmen@pnalaw.net' <jdelcarmen@pnalaw.net>; Kutinac, Daniel <KutinacD@clarkcountycourts.us>; 'ShaLinda Creer' <screer@gcmaslaw.com>; 'Tanya Bain' <tbain@gcmaslaw.com>; 'Karen Wiehl (Karen@HymansonLawNV.com)' <Karen@hymansonlawnv.com>; 'Kay, Paula' <PKay@bhfs.com>; 'Dennis Prince (dprince@thedplg.com)' <dprince@thedplg.com>; 'tlb@pisanellibice.com' <tlb@pisanellibice.com>; 'JTS@pisanellibice.com' <JTS@pisanellibice.com>
Cc: Kutinac, Daniel <KutinacD@clarkcountycourts.us>
Subject: RE: A786962 Serenity - Request for 1 day extension to respond to Judge's Question on NRS 453D.200

Mr. Shevorski,

Judge said she understands and asks that you please get us an answer as soon as you can.

Thank you,

Danielle M. Meriwether, Esq.

Law Clerk to the Honorable Elizabeth G. Gonzalez

District Court, Department XI

P: (702) 671-4375

F: (702) 671-4377

From: Meriwether, Danielle LC

Sent: Tuesday, August 20, 2019 4:06 PM

To: 'Steven G. Shevorski'; Michael Cristalli; Vincent Savarese; Ross Miller; Ketan D. Bhirud; Robert E. Werbicky; David J. Pope; Theresa M. Haar; jag@mgalaw.com; rgraf@blacklobello.law; bhiggins@blacklobello.law; alina@nvlitigation.com; Work; Eric Hone, Esq. (eric@h1lawgroup.com); jamie@h1lawgroup.com; moorea@h1lawgroup.com; jkahn@jk-legalconsulting.com; dkoch@kochscow.com; sscow@kochscow.com; Bult, Adam K.; tchance@bhfs.com; a.hayslett@kempjones.com; Nathanael Rulis, Esq. (n.rulis@kempjones.com); tparker@pnalaw.net; Fetaz, Maximilien; phil@hymansonlawnv.com; shane@lasvegaslegalvideo.com; joe@lasvegaslegalvideo.com; Pat Stoppard (p.stoppard@kempjones.com); jdelcarmen@pnalaw.net; Kutinac, Daniel; ShaLinda Creer; Tanya Bain; Karen Wiehl (Karen@HymansonLawNV.com); Kay, Paula; Dennis Prince (dprince@thedplg.com); tlb@pisanellibice.com; JTS@pisanellibice.com

Cc: Kutinac, Daniel

Subject: RE: A786962 Serenity - Request for 1 day extension to respond to Judge's Question on NRS 453D.200

Mr. Shevorski,

Thank you for your email. I will inform Judge.

Danielle M. Meriwether, Esq.

Law Clerk to the Honorable Elizabeth G. Gonzalez

District Court, Department XI

P: (702) 671-4375

F: (702) 671-4377

From: Steven G. Shevorski [<mailto:SShevorski@ag.nv.gov>]

Sent: Tuesday, August 20, 2019 4:03 PM

To: Meriwether, Danielle LC; Michael Cristalli; Vincent Savarese; Ross Miller; Ketan D. Bhirud; Robert E. Werbicky; David J. Pope; Theresa M. Haar; jag@mgalaw.com; rgraf@blacklobello.law; bhiggins@blacklobello.law; alina@nvlitigation.com; Work; Eric Hone, Esq. (eric@h1lawgroup.com); jamie@h1lawgroup.com; moorea@h1lawgroup.com; jkahn@jk-legalconsulting.com; dkoch@kochscow.com; sscow@kochscow.com; Bult, Adam K.; tchance@bhfs.com; a.hayslett@kempjones.com; Nathanael Rulis, Esq. (n.rulis@kempjones.com); tparker@pnalaw.net; Fetaz, Maximilien; phil@hymansonlawnv.com; shane@lasvegaslegalvideo.com; joe@lasvegaslegalvideo.com; Pat Stoppard (p.stoppard@kempjones.com); jdelcarmen@pnalaw.net; Kutinac, Daniel; ShaLinda Creer; Tanya Bain; Karen Wiehl (Karen@HymansonLawNV.com); Kay, Paula; Dennis Prince (dprince@thedplg.com); tlb@pisanellibice.com; JTS@pisanellibice.com

Cc: Kutinac, Daniel

Subject: A786962 Serenity - Request for 1 day extension to respond to Judge's Question on NRS 453D.200

To the Honorable Judge Gonzales,

The Department of Taxation needs until tomorrow to submit the email responding to your query. My office needs a little more time to confer with the DOT on the answer to your question. I also have to

leave work early due to a medical circumstance involving my wife's family, which requires my wife to attend to her mother in the hospital and I have the charge of my two children.

I apologize for the delay. The DOT requests an additional day to provide its response, if possible.

Steve Shevorsi
Head of Complex Litigation
Office of the Attorney General
555 E. Washington Ave., Suite 3900
Las Vegas, NV 89101
702-486-3783

From: Meriwether, Danielle LC <Dept11LC@clarkcountycourts.us>
Sent: Thursday, August 15, 2019 8:23 AM
To: Michael Cristalli <mcristalli@gcmaslaw.com>; Vincent Savarese <vsavarese@gcmaslaw.com>; Ross Miller <rmiller@gcmaslaw.com>; Ketan D. Bhirud <KBhirud@ag.nv.gov>; Robert E. Werbicky <RWerbicky@ag.nv.gov>; David J. Pope <DPope@ag.nv.gov>; Steven G. Shevorsi <SShevorsi@ag.nv.gov>; Theresa M. Haar <THaar@ag.nv.gov>; jag@mgalaw.com; rgraf@blacklobello.law; bhiggins@blacklobello.law; alina@nvlitigation.com; Work <maggie@nvlitigation.com>; Eric Hone, Esq. (eric@h1lawgroup.com) <eric@h1lawgroup.com>; jamie@h1lawgroup.com; moorea@h1lawgroup.com; jkahn@jk-legalconsulting.com; dkoch@kochscow.com; sscow@kochscow.com; Bult, Adam K. <ABult@bhfs.com>; tchance@bhfs.com; a.hayslett@kempjones.com; Nathanael Rulis, Esq. (n.rulis@kempjones.com) <n.rulis@kempjones.com>; tparker@pnalaw.net; Fetaz, Maximilien <MFetaz@bhfs.com>; phil@hymansonlawnv.com; shane@lasvegaslegalvideo.com; joe@lasvegaslegalvideo.com; Pat Stoppard (p.stoppard@kempjones.com) <p.stoppard@kempjones.com>; jdelcarmen@pnalaw.net; Kutinac, Daniel <KutinacD@clarkcountycourts.us>; ShaLinda Creer <screer@gcmaslaw.com>; Tanya Bain <tbain@gcmaslaw.com>; Karen Wiehl (Karen@HymansonLawNV.com) <Karen@hymansonlawnv.com>; Kay, Paula <PKay@bhfs.com>; Dennis Prince (dprince@thedplg.com) <dprince@thedplg.com>; tlb@pisanellibice.com; JTS@pisanellibice.com
Cc: Kutinac, Daniel <KutinacD@clarkcountycourts.us>
Subject: A786962 Serenity - Bench Briefs Received

Counsel:

I am emailing to confirm the receipt of the following briefs:

1. MM & LivFree (Kemp)
2. CPCM/Thrive (Gutierrez)
3. NOR (Koch)
4. Essence (Bice)
5. Greenmart (Shell)
6. Clear River (Graf)

Thank you,

Danielle M. Meriwether, Esq.
Law Clerk to the Honorable Elizabeth G. Gonzalez
District Court, Department XI
P: (702) 671-4375
F: (702) 671-4377

EXHIBIT G

EXHIBIT G

DOT/CCB000115

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 Attorney for PlaintiffAA A Attorney for Plaintiff
 Herbal Choice, Inc. THC Nevada, LLC

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EXHIBIT “1”

EXHIBIT “1”

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into as of July __, 2020 (the “Effective Date”) (this “Agreement”), among LivFree Wellness, LLC, a Nevada limited liability company (“LivFree”), MM Development Company, Inc., a Nevada corporation, (“MM”); ETW Management Group LLC, Global Harmony LLC, Just Quality, LLC, Libra Wellness Center, LLC, Rombough Real Estate, Inc., and Zion Gardens LLC, (collectively the “ETW Plaintiffs”); Nevada Wellness Center, LLC, a Nevada limited liability company (“NWC”); Qualcan, LLC, a Nevada limited liability company (“Qualcan”) (collectively, “Settling Plaintiffs” or individually, a “Settling Plaintiff”); Lone Mountain Partners, LLC, a Nevada limited liability company (“Lone Mountain”); Nevada Organic Remedies, LLC, a Nevada limited liability company (“NOR”); Greenmart of Nevada NLV, LLC, a Nevada limited liability company (“GreenMart”); Helping Hands Wellness Center, Inc., a Nevada corporation (“Helping Hands”); CPCM Holdings, LLC, a Nevada limited liability company, Cheyenne Medical, LLC, a Nevada limited liability company, and Commerce Park Medical, LLC, a Nevada limited liability company (collectively “Thrive”); and the State of Nevada, Department of Taxation (“DOT”) (collectively “Settling Defendants” or individually, a “Settling Defendant”).

RECITALS

- A. LivFree, MM, ETW Plaintiffs, NWC, Qualcan, Lone Mountain, NOR, GreenMart, Helping Hands, Thrive, and the DOT (collectively the “Settling Parties” and individually, a “Settling Party”) are all parties to a consolidated lawsuit pending in the District Court, Clark County, Nevada, as Case No. A-19-787004-B (the “Lawsuit”).
- B. Within the Lawsuit there are claims and counterclaims relating to the disputes at issue in the Lawsuit (the “Disputes”).
- C. The parties want to compromise and settle the Disputes in the Lawsuit by dismissing the claims in the Lawsuit by and between the Settling Parties, each Settling Party to bear its own costs and attorneys’ fees, and to exchange mutual releases as provided in this Agreement.

NOW THEREFORE the Settling Parties agree:

DESCRIPTION OF TRANSFERS AND ISSUANCES OF LICENSES

1. The Settling Defendants hereby assign (subject to DOT and/or Cannabis Compliance Board (“CCB”) approval) all rights, interest and title in the various Nevada retail marijuana dispensary conditional licenses (the “Conditionally Approved Licenses”) to other entities as set forth below provided that each of the conditions set forth in this Agreement, including those set forth in Paragraphs 5-8 hereof, shall first be fulfilled:

- Lone Mountain hereby assigns 1 City of Las Vegas conditional license to Qualcan;
- Lone Mountain hereby assigns 1 Washoe County – City of Reno conditional license, 1 Lincoln County conditional license, 1 Esmerelda conditional license, and 1 Eureka County conditional license to ETW Plaintiffs;

- Helping Hands hereby assigns 1 Unincorporated Clark County conditional license to LivFree;
- NOR hereby assigns 1 Unincorporated Clark County conditional license to MM;
- NOR hereby assigns 1 Carson City conditional license to Qualcan;
- GreenMart hereby assigns 1 Unincorporated Clark County conditional license to NWC;
- Thrive hereby assigns 1 Clark County – City of Henderson conditional license (RD266) to ETW Management or a related-entity designee; and
- Lone Mountain hereby assigns 1 Douglas County conditional license to Thrive¹.

2. LivFree Henderson. To fully resolve the potential MM and LivFree appeals, the DOT and/or CCB agrees to issue a conditional Henderson license to LivFree and LivFree agrees that it will hold such license in abeyance (the “Limited Henderson License”) until such time as both of the following two conditions are satisfied and provided that no Settling Party has exercised the “put option” described below: (1) the Henderson moratorium and/or restriction on the opening of additional adult-use cannabis establishments (the “Henderson Moratorium”) is lifted; AND (2) the issuance of a final inspection certificate for this Henderson license does not require the DOT and/or CCB to exceed the current cap for Clark County licenses (presently 80 licenses) or any adjusted cap for Clark County licenses. Nothing herein shall be construed to excuse or eliminate any and all requirements or duties that LivFree is or maybe required to fulfill under state or local law pertaining to the Henderson conditional license in the event that conditions precedent 1 and 2 are fulfilled. Nothing in this Paragraph 2 shall prevent any Settling Parties issued conditional licenses in the City of Henderson from perfecting those conditional licenses if the Henderson Moratorium is lifted.

LivFree expressly does not commit to undertake any efforts to eliminate the existing Henderson Moratorium and, in fact, expressly reserves the right to undertake lobbying efforts to preserve any Henderson Moratorium, provided, however, that LivFree shall not seek any legal action to prevent the Henderson Moratorium from being lifted or seeking its continuance. Further, LivFree shall not engage in any tortious interference with any Settling Parties’ ability to perfect any Henderson license and/or to receive the issuance of a final inspection certificate from both the City of Henderson and the State of Nevada (CCB). LivFree agrees that the existing Henderson Moratorium applies to the Henderson conditional license issued to LivFree hereunder (but does not apply to LivFree’s existing operational Henderson dispensary license). To assist the DOT and/or CCB in reducing any potential issues with the current cap for Clark County licenses, LivFree agrees that, for a period of 5 years (the “Option Period”) following execution of this Agreement, it will pay \$250,000, or any other price on which the parties are able to agree, to purchase one Henderson conditional licenses. No such Settling Defendant shall have any obligation whatsoever to sell LivFree any such Henderson conditional licenses and nothing in this Agreement should be construed as any indication that the DOT and/or CCB is suggesting that any Settling Defendant should exercise this “put option.” However, LivFree agrees that any Settling Defendant, at their respective option (not obligation) and in their sole and unfettered discretion,

¹ Lone Mountain agrees that, subject to agreement to final terms by all parties to the Lawsuit, it will contribute its remaining Lander County, Mineral County, and White Pine County conditional licenses to a Global Settlement.

shall have a “put option” to sell to LivFree, and LivFree shall have the obligation to purchase, one such license from any Settling Defendant, whichever decides to exercise the option first (if at all), for \$250,000, or any other price on which the parties are able to agree, during the Option Period.

Nothing in this Paragraph 2 shall be construed to (a) prevent or limit any Settling Defendant’s ability to operate the conditional Henderson licenses during the Option Period, (b) prevent or limit any Settling Defendant’s ability to sell, assign, or otherwise transfer any Henderson conditional licenses during the Option Period to any other party at any time and upon any such terms as such Settling Defendant may agree, and (c) apply to any other licenses held by any affiliate of any Settling Defendant. Further, LivFree and DOT and/or CCB agree that the grant of any “put option” pursuant to this Paragraph 2 shall not constitute the creation of an “interest” (ownership or otherwise) in the Henderson conditional licenses for LivFree.

If LivFree acquires one of the conditional licenses through the exercise of the “put option”, LivFree agrees that it will surrender either the Limited Henderson License or the license acquired through the “put option” (at LivFree’s discretion to determine which of those options it will choose) to allow the DOT and/or CCB to reduce the existing or any future cap on total Clark County licenses. In no event shall LivFree have two additional Henderson conditional licenses by getting one directly or indirectly through this settlement (or any further settlement of the Lawsuit) and another through an exercise of the “put option”, in addition to the already existing LivFree Henderson license.

In the event that the pre-condition of lifting the Henderson moratorium occurs and LivFree is not able to exercise in good faith the “put option”, LivFree agrees to remain solely responsible for any and all local government and county approvals necessary for the CCB to reallocate a license which was not applied for during the September 2018 retail marijuana store competition.

3. All licensees described in this Agreement must be in good standing.
4. No license transfer pursuant to this Agreement can create a monopoly, as prohibited in NRS 678B.230 and NRS 678B.270.

DISSOLUTION OF BOND AND INJUNCTION

5. As a condition and term of this settlement, within 2 business days of the execution of this Agreement by all Parties, Settling Plaintiffs shall file a motion for a return of the cash bond that they have posted and seek an order shortening time. Contemporaneously, Settling Plaintiffs will withdraw the pending Motion for Case Terminating Sanctions filed against the DOT seeking to strike its Answer to the Lawsuit.

6. As a condition and term of this settlement, the CCB agrees to make a good faith effort to expedite and process GreenMart’s previously submitted Change of Ownership request for transfer of interests and/or ownership (“CHOW”).

7. As a condition and term of this settlement, DOT will notify the Court and will file an appropriate Motion on OST in the Lawsuit informing the Court that it has determined that Lone Mountain, NOR, GreenMart, and Helping Hands (each, a “Tier 3 Party”) have satisfied the DOT that each such Settling Defendant provided the information necessary in their respective applications to allow the DOT and/or CCB to conduct all necessary background checks and related actions and that Lone Mountain, NOR, GreenMart, and Helping Hands are being reassigned to Tier 2 status in the Lawsuit for purposes of the Preliminary Injunction or any other injunction that may be issued in the Lawsuit or any related proceedings. The Motion to be filed by DOT will

indicate the DOT's approval of the applications of the previously designated Tier 3 Defendant Intervenor and that final inspections may be completed for any establishments owned by Lone Mountain, NOR, GreenMart, and Helping Hands. All Parties will join in the DOT's Motion. The reassignment of the settling Tier 3 parties into Tier 2, is a material condition of this Agreement and a material condition and requirement for the assignments contained in Paragraph 1. In the event that a Tier 3 Party is prevented or precluded reassignment to Tier 2 or otherwise remains enjoined from perfecting its conditional licenses for any reason, whether by a court, another party to the Lawsuit, any third party, or otherwise, the assignments of conditional licenses identified in Paragraph 1 shall be void and of no effect, with title to the licenses identified in Paragraph 1 to remain with the transferring party and this Agreement shall be terminated without any further force or effect. In such instance, the DOT and/or CCB (or successor entity, as appropriate) and the proposed assignee shall perform all actions and execute all documents to ensure that such licenses remain with the affected transferring party.

TIMING OF TRANSFERS

8. As a condition and term of this settlement, after the conditions precedent in Paragraphs 5-7 are met, the CCB agrees to make a good faith effort to expedite any and all CHOW requests for the transfer of licenses from existing licensee to another existing licensee as set forth in Paragraph 1 above. The CCB agrees that it will make a good faith effort to expedite and process all CHOWs after submission thereof. For purposes of approving the transfers, LivFree, MM, ETW Plaintiffs, NWC, Qualcan, and Thrive were previously and are currently approved by the DOT as owners and operators of medical and retail marijuana dispensary licenses in the state of Nevada. In compliance with NRS/NAC 453D, these parties have operated retail marijuana dispensaries without any suspensions or revocations of those licenses. Any delays in approvals of the CHOWs due to no fault of transferor shall not be deemed a breach of this Agreement.

RELEASES AND DISMISSALS

9. As a condition and term of this settlement, within two business days after the conditions precedent in Paragraphs 5-8 are met, the parties will execute mutual releases in the form attached hereto as Exhibit B, with each party to bear its own costs and attorneys' fees.

10. As a condition and term of this settlement, within two business days after the conditions precedent in Paragraphs 5-8 are met, Settling Plaintiffs shall move to dismiss any and all claims in the cases listed below (the "Dismissed Claims"):

- a. MM Development/LivFree action (Case No. A-18-785818-W);²
- b. In Re: DOT Litigation (A-19-787004-B);
- c. Nevada Wellness Center action (A-19-787540-W);³
- d. Qualcan action (A-19-801416-B).

Settling Plaintiffs will dismiss the Dismissed Claims with prejudice against each Settling Party hereto, as applicable, and without costs or fees to or from any such Settling Party, Settling

² However, MM will not dismiss its counterclaims against D.H. Flamingo in the associated cases.

³ NWC's claims against Defendant Jorge Pupo will remain and not be dismissed as a result of this settlement.

Defendants reserve their rights to seek fees and costs from any Non-Settling Plaintiff (as defined below) in the Lawsuit.

11. LivFree/MM agree to stipulate with the DOT to dismiss the pending writ petition regarding the cell phone of Rino Tenorio (Supreme Court Case No. 79825).

12. MM Development, Nevada Wellness Center, and Liv Free agree to relinquish any and all administrative appeals to DOT and CCB which they may have or have arising out of the September 2018 retail marijuana store competition.

CONTINUED PARTICIPATION BY SETTTLING PLAINTIFFS

13. Further, upon the execution of this Agreement, the Settling Plaintiffs will file a Motion to Intervene as Defendants/Intervenors in the Lawsuit and participate in the Lawsuit in good faith and shall use best efforts to defend against the Lawsuit.

14. If any Settling Party settles any other matter related to the Lawsuit (each, a “Future Settlement”), every other Settling Party shall be included as released parties in such Future Settlement on the same release terms and conditions as set forth herein; provided, however, that any Settling Party receiving such release shall bear its own costs and attorneys’ fees with respect thereto as provided in this Agreement.

ADDITIONAL TERMS RELATING TO LICENSES AND TRANSFERS

15. As a condition and term of this settlement, the CCB agrees to make a good faith effort to expedite and process:

- a. a CHOW to be filed by Helping Hands;
- b. any CHOW submitted by NOR with respect to its licenses as the expedited handling of such CHOW requests may be necessary under the pending Companies’ Creditors Arrangement Act proceeding involving NOR’s parent company;
- c. a CHOW to be submitted by Lone Mountain; and
- d. any CHOW to be submitted by MM with respect to the transfer of cultivation and production licenses (medical and recreational) from West Coast Development Nevada, LLC.

16. DOT and/or CCB further agrees to perform final inspections on an expedited time period – within 5 business days of the request for inspection – for the new locations for the conditional licenses for the NOR proposed dispensary in Reno, NV and the MM proposed dispensary in Unincorporated Clark County, and any and all of Thrive’s conditional licenses to be designated by Thrive.

17. DOT and/or CCB agrees to, in good faith, expedite the processing of Thrive’s pending Change of Location Request for its Unincorporated Clark County license (RD263).

18. DOT and/or CCB agrees that all parties to this Agreement shall receive a fourteen (14)-month extension of the current deadline of December 5, 2020 to February 5, 2022, for conditional licensees to obtain final inspections and approval from DOT and/or CCB on any and all conditional licenses received and that comparable extensions shall be extended to other parties that settle claims in this Lawsuit with the DOT and/or CCB. Notwithstanding the foregoing, for any jurisdiction that currently has a moratorium on new adult-use cannabis establishments (including

but not limited to the City of Henderson, Douglas County, and the City of Reno), DOT and/or CCB agrees to extend the deadline for any Settling Party to obtain final inspections and approval from DOT and/or CCB on any and all conditional licenses in such jurisdiction for a period of fourteen (14) months after the date any moratorium is lifted in such jurisdiction.

19. LivFree agrees to reimburse Helping Hands for its expenses, through January 31, 2020 totaling \$890,000, related to building out the designated location at 8605 S. Eastern Ave., Las Vegas, NV 89123 for the Unincorporated Clark County license. Payment of the \$890,000 by LivFree is contingent upon approval of a special use permit ("SUP") for this location by the Clark County Commission and will be made no later than 10 business days after final approval of the SUP. LivFree will submit the application for the SUP in good faith no later than forty-five (45) days following the Effective Date or 45 days after the conclusion of trial, whichever is later. Helping Hands makes no representations or warranties regarding the SUP for the Eastern location. If Clark County does not approve the SUP for such location on or before March 31, 2021, LivFree may request a SUP at a different location and would not be required to pay Helping Hands \$890,000.

20. LivFree agrees to assume the lease, attached hereto as Exhibit A, for the premises located at 8605 S. Eastern Ave., Las Vegas, NV 89123 upon receipt of an estoppel certificate executed by the landlord. Assumption of the lease by LivFree is contingent upon approval of a SUP for this location by the Clark County Commission and will be made no later than 10 business days after final approval of the SUP. Helping Hands will remain liable for lease payments until LivFree assumes the lease and LivFree will have no liability on the lease if the SUP is not approved.

21. LivFree agrees to pay to Thrive the amount of \$400,000 and Helping Hands agrees to pay to Thrive the amount of \$100,000 upon approval of the transfer of the Thrive conditional license as set forth in paragraph 1 of this Agreement. LivFree and Helping Hands agree to cooperate with Thrive to report the payment set out in this Paragraph in the most tax-advantaged way to Thrive and its affiliates.

REPRESENTATIONS AND WARRANTIES

22. In the event that the DOT is no longer responsible for performing any of the conditions and/or requirements in this Agreement, then the entity that is responsible for performing such duties (e.g., the CCB or any related entity) shall be subject to the conditions and requirements provided in this Agreement. The State of Nevada, DOT represents and warrants that it has authority to sign this Agreement and bind the CCB.

23. Lone Mountain represents and warrants that it has full and complete control to assign the conditional licenses it was awarded, that there are no ownership disputes and Lone Mountain shall indemnify, defend and hold settling parties harmless from any and all costs, damages, fees (including attorneys' fees) or liability claimed by the entity claiming an ownership interest in the Lone Mountain conditional licenses being transferred for only up to the time when the license transfer is completed. Lone Mountain is not responsible for securing any ownership transfer approvals from the DOT or CCB for any license Lone Mountain transfers hereunder. The designated assignee of the Lone Mountain conditional license will be responsible for all costs associated with the ownership transfer applications with the state and any local jurisdiction (including any costs incurred by Lone Mountain). Nothing contained herein shall limit, waive, or revoke the DOT's or CCB's rights, powers, or duties under Nevada Administrative Code 453D.312.

24. NOR represents and warrants that it has full and complete control to assign the conditional licenses it was awarded, that there are no ownership disputes or any persons claiming to have an interest in the conditional license being transferred and NOR shall indemnify, defend and hold settling parties harmless from any and all costs, damages, fees (including attorneys' fees) or liability claimed by any person or entity claiming an ownership interest in any of the NOR conditional licenses. NOR is not responsible for securing any ownership transfer approvals from the DOT or CCB for any license NOR transfers hereunder. The designated plaintiff assignee of any NOR conditional license will be responsible for all costs associated with the ownership transfer applications with the state and any local jurisdiction (including any costs incurred by NOR). NOR represents and warrants that any pending legal proceedings involving its Parent Company in Canada do not affect its ability to transfer the above licenses. Nothing contained herein shall limit, waive, or revoke the DOT's or CCB's rights, powers, or duties under Nevada Administrative Code 453D.312.

25. GreenMart represents and warrants that it has full and complete control to assign the conditional licenses it was awarded, that there are no ownership disputes and GreenMart shall indemnify, defend and hold the Settling Party to which GreenMart's Clark County license is transferred hereunder (i.e, NWC) harmless from any and all costs, damages, fees (including attorneys' fees) or liability claimed by the entity claiming an ownership interest in the Greenmart conditional licenses being transferred for only up to the time when the license transfer is completed. GreenMart is not responsible for securing any ownership transfer approvals from the DOT or CCB for any license GreenMart transfers hereunder. The designated plaintiff assignee of the GreenMart conditional license will be responsible for all costs associated with the ownership transfer applications with the state and any local jurisdiction (including any costs incurred by GreenMart). Nothing contained herein shall limit, waive, or revoke the DOT's or CCB's rights, powers, or duties under Nevada Administrative Code 453D.312.

26. Helping Hands represents and warrants that it has full and complete control to assign the conditional licenses it was awarded, that there are no ownership disputes or any persons claiming to have an interest in the conditional license being transferred and Helping Hands shall indemnify, defend and hold settling parties harmless from any and all costs, damages, fees (including attorneys' fees) or liability claimed by any person or entity claiming an ownership interest in any of the Helping Hands conditional licenses. Nothing contained herein shall limit, waive, or revoke the DOT's or CCB's rights, powers, or duties under Nevada Administrative Code 453D.312.

27. Thrive represents and warrants that it has full and complete control to assign the conditional license it was awarded, that there are no ownership disputes and Thrive shall indemnify, defend and hold settling parties harmless from any and all costs, damages, fees (including attorneys' fees) or liability claimed by the entity claiming an ownership interest in the Thrive conditional license being transferred for only up to the time when the license transfer is completed. Nothing contained herein shall limit, waive, or revoke the DOT's or CCB's rights, powers, or duties under Nevada Administrative Code 453D.312.

28. Each of the Settling Parties hereto represent and warrant that they have had an adequate opportunity to seek and receive legal advice and counsel from an attorney of their choice regarding the content and effect of this Agreement, have actually received such counsel and advice as they deem prudent to receive in these circumstances, have read this Agreement in its entirety, understand all provisions of this Agreement and their import and effect, and enter into and execute this Agreement freely and voluntarily.

29. Each of the Settling Parties warrant and represent there are no other agreements made between any Settling Plaintiffs and any Settling Defendants involving conditions related to the transfer of any conditional licenses or related to any marijuana consumption lounges in the State of Nevada.

OTHER TERMS

30. The CCB agrees to recommend an industry funded study to the Cannabis Advisory Commission, a duly authorized public body pursuant to NRS 678A.300 and NRS 678A.310, to gather information and make recommendations to the CCB on the following matters: (1) what are reasonable additional actions, if any, can be taken to deter black-market sales; (2) analysis of adequacy of number and commercial need for additional marijuana licenses, if any, to serve the citizens of Nevada, including consideration of minority access to licensure, (3) recommendations of changes, if any, relating to state and local fees and taxation of the marijuana industry, and (4) analysis of adequacy of safeguards to protect minors.

31. Purpose of Compromise and Settlement. The parties have each entered into this Agreement solely for the purpose of settling and compromising the Disputes and the Lawsuit and nothing contained in this Agreement or its performance shall be deemed to be an admission or acknowledgment of: liability, the existence of damages or the amount of any damages relating to the Disputes or the Lawsuit.

32. Non-Participating Party Procedure: The Settling Parties agree to cooperate to obtain final resolution of Lawsuit (“Global Settlement”) consistent with this Agreement.

33. Non-Transferability. For a period of 2 years from July 1, 2020, no license transferred to a Settling Plaintiff herein may be transferred to any entity without prior written approval of the party giving up the designated license in this Agreement. This prohibition on transfers shall not apply to good faith corporate mergers, buyouts and/or acquisitions, which shall not be utilized for purposes of circumventing this paragraph. For this same period of time, LivFree and MM or related entities will not obtain ownership of any GreenMart licenses transferred herein. This non-transferability provision shall not be circumvented by, including but not limited to, any consulting, management or licensing/IP agreement, or by other means. Specifically excepted from this prohibition is a transfer from a Settling Party to an additional plaintiff in the Lawsuit (“a Non-settling Plaintiff”) provided that any such transfer is only utilized towards a global or more inclusive resolution of the Lawsuit (e.g., a transfer of a rural license from an ETW Plaintiff to a Non-settling plaintiffs such as Rural Remedies if Rural Remedies and NWC give complete releases approved by the State), subject to the consent of the Settling Defendant who transferred the license pursuant to this Agreement, which shall not be unreasonably withheld.

34. Cooperation & Non-Interference. The parties agree that they will not use or refer to the Lawsuit as part of any interactions with or lobbying efforts to any governmental agency to prevent any other party from obtaining local government approval and/or from obtaining an approval at final inspection for the licenses retained by any party or assigned to any party, including but limited to a party seeking an extension or trying to secure additional time to obtain and SUP from a local jurisdiction.

Despite the assignment of rural county licenses to certain Settling Parties, all parties hereto expressly reserve their right to vigorously oppose any legislative action regarding the relocation of such licenses to different jurisdictions. MM, LivFree, Qualcan, Thrive, and others have

expressly informed the Settling Parties that they are vehemently opposed to any such transfer. In the event of such transfer, MM, LivFree, Qualcan, Thrive and others expressly reserve their rights to file a declaratory relief action to prevent such relocation and/or seek other appropriate legal remedies.

35. Location of Adult-Use Establishments. The Parties agree that the physical address of any adult-use cannabis establishment utilizing any of the conditional licenses transferred pursuant to Paragraph 1 of this Agreement may not be within 1,500 feet of any adult-use cannabis establishment that existed as of the Effective Date of this Agreement. Nothing in this paragraph applies to any other licenses held by any parties or any entity that already has a special use permit.

GENERAL PROVISIONS

36. No Wrongdoing. The Parties acknowledge that this Agreement is entered into solely for the purpose of compromising disputed claims and avoiding the time and expense of litigation. It is expressly understood and agreed that this Agreement represents the settlement of disputed claims and nothing contained in this Agreement shall constitute or be treated as an admission of any wrongdoing or liability on the part of any Party hereto.

37. Enforcement. In the event of the breach of this Agreement by any party, the remedies of the non-breaching parties shall be limited to enforcement of this Agreement for breach of this Agreement.

38. Mediation. If any of the Parties breaches or terminates this Agreement but one of the other Parties disputes the basis for that breach or termination, the Parties agree that in the first instance, they shall attempt to resolve such dispute through mediation with the Honorable Jennifer Togliatti (Retired) at Advanced Resolution Management ("ARM") (or, if she is not available, a mediator agreed upon by the Parties).

This Agreement to mediate all disputes applies even if some person or entity claims that this Agreement is void, voidable or unenforceable for any reason.

39. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, successors and assigns. With this Agreement requiring approval of the Nevada Tax Commission, the binding effect of this Agreement specifically includes the CCB as successor to the DOT in its capacity as regulator of the marijuana program in the State of Nevada. Except as specifically provided in prior paragraphs of this Agreement, this Agreement is not intended to create, and shall not create, any rights in any person who is not a party to this Agreement.

40. Entire Agreement. This Agreement contains the entire agreement between the parties and may not be changed or terminated orally but only by a written instrument executed by the parties after the date of this Agreement.

41. Construction. The terms and conditions of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. The parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their attorneys and that any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, including its exhibits or any amendments.

42. Partial Invalidity. Except with respect to Paragraph 7, if any term of this Agreement or the application of any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement, and all of its applications, not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way.

43. Attorneys' Fees. In any action or proceeding to enforce the terms of this Agreement or to redress any violation of this Agreement, the prevailing party shall be entitled to recover as damages its attorneys' fees and costs incurred, including but not limited to mediation fees, whether or not the action is reduced to judgment. For the purposes of this provision, the "prevailing party" shall be that party who has been successful with regard to the main issue, even if that party did not prevail on all the issues.

44. Governing Law and Forum. The laws of the State of Nevada applicable to contracts made or to be wholly performed there (without giving effect to choice of law or conflict of law principles) shall govern the validity, construction, performance and effect of this Agreement. Any lawsuit to interpret or enforce the terms of this Agreement shall be brought in a court of competent jurisdiction in Clark County, Nevada. The Parties acknowledge the matters involved in the Lawsuit and this Agreement may involve conduct and concepts in violation of Federal law regardless of compliance with applicable State law. The Parties expressly waive the defense of illegality under the Federal Controlled Substances Act.

45. Necessary Action. Each of the Settling Parties shall do any act or thing and execute any or all documents or instruments necessary or proper to effectuate the provisions and intent of this Agreement.

46. Counterparts. This Agreement may be executed in any number of counterparts, each of which when duly executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures, and may be attached to another counterpart, identical in form, but having attached to it one or more additional signature pages. This Agreement may be executed by signatures provided by electronic facsimile transmission (also known as "Fax" copies), or by electronic signature, which signatures shall be as binding and effective as original signatures.

47. Notices. Any and all notices and demands by or from any party required or desired to be given under this Agreement shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served by registered or certified mail in the manner provided, service shall be conclusively deemed given upon receipt or attempted delivery, whichever is sooner.

48. Miscellaneous. The headers or captions appearing at the commencement of the paragraph of this Agreement are descriptive only and for convenience in reference to this Agreement and shall not define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

Masculine or feminine pronouns shall be substituted for the neuter form and vice versa and the plural shall be substituted for the singular form and vice versa in any place or places in this Agreement in which the context requires such substitution or substitutions, and references to "or"

7/28/2020

are used in the inclusive sense of “and/or”.

[Signatures on following pages]


7/27/2020

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.



<p>LIVFREE WELLNESS, LLC</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>Will Kemp</u></p> <p>Title: <u>Attorney-In-Fact</u></p>	<p>MM DEVELOPMENT COMPANY, INC.</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>
<p>ETW MANAGEMENT GROUP LLC</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>Adam K Bult</u></p> <p>Title: <u>owner</u></p>	<p>GLOBAL HARMONY LLC</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>Adam K Bult</u></p> <p>Title: <u>owner</u></p>
<p>ZION GARDENS LLC</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>Adam K Bult</u></p> <p>Title: <u>owner</u></p>	<p>JUST QUALITY, LLC</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>Adam K Bult</u></p> <p>Title: <u>owner</u></p>
<p>LIBRA WELLNESS CENTER, LLC</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>Adam K Bult</u></p> <p>Title: <u>owner</u></p>	<p>ROMBOUGH REAL ESTATE, INC.</p> <p>By: <u>[Signature]</u></p> <p>Print Name: <u>Adam K Bult</u></p> <p>Title: <u>owner</u></p>

7/27/2020


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

<p>LIVFREE WELLNESS, LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>	<p>MM DEVELOPMENT COMPANY, INC.</p> <p>By:  _____</p> <p>Print Name: Leighton Koehler</p> <p>Title: General Counsel</p>
<p>ETW MANAGEMENT GROUP LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>	<p>GLOBAL HARMONY LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>
<p>ZION GARDENS LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>	<p>JUST QUALITY, LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>
<p>LIBRA WELLNESS CENTER, LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>	<p>ROMBOUGH REAL ESTATE, INC.</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>

7/27/2020


<p>NEVADA WELLNESS CENTER, LLC</p> <p>By: <u></u></p> <p>Print Name: <u>Theodore Pantazis</u></p> <p>Title: <u>ATTY</u></p>	<p>QUALCAN, LLC</p> <p>By: <u></u></p> <p>Print Name: <u>Peter S. Christensen</u></p> <p>Title: <u>Attorney</u></p>
<p>LONE MOUNTAIN PARTNERS, LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>	<p>NEVADA ORGANIC REMEDIES, LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>
<p>GREENMART OF NEVADA NLV, LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>	<p>HELPING HANDS WELLNESS CENTER, INC.</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>
	<p>CPCM Holdings, LLC, CHEYENNE MEDICAL, LLC, and COMMERCE PARK MEDICAL, LLC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>

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NEVADA WELLNESS CENTER, LLC By: _____ Print Name: _____ Title: _____	QUALCAN, LLC By: _____ Print Name: _____ Title: _____
LONE MOUNTAIN PARTNERS, LLC By:  _____ Print Name: <u>George Archos</u> Title: <u>Manager</u>	NEVADA ORGANIC REMEDIES, LLC By: _____ Print Name: _____ Title: _____
GREENMART OF NEVADA NLV, LLC By: _____ Print Name: _____ Title: _____	HELPING HANDS WELLNESS CENTER, INC. By: _____ Print Name: _____ Title: _____
	CPCM Holdings, LLC, CHEYENNE MEDICAL, LLC, and COMMERCE PARK MEDICAL, LLC By: _____ Print Name: _____ Title: _____

NEVADA WELLNESS CENTER, LLC By: _____ Print Name: _____ Title: _____	QUALCAN, LLC By: _____ Print Name: _____ Title: _____
LONE MOUNTAIN PARTNERS, LLC By: _____ Print Name: _____ Title: _____	NEVADA ORGANIC REMEDIES, LLC By: <u>Raymond C. Whitaker III</u> Print Name: <u>Raymond C. Whitaker III</u> Title: <u>Authorized Person</u>
GREENMART OF NEVADA NLV, LLC By: _____ Print Name: _____ Title: _____	HELPING HANDS WELLNESS CENTER, INC. By: _____ Print Name: _____ Title: _____
	CPCM Holdings, LLC, CHEYENNE MEDICAL, LLC, and COMMERCE PARK MEDICAL, LLC By: _____ Print Name: _____ Title: _____

7/27/2020

NEVADA WELLNESS CENTER, LLC By: _____ Print Name: _____ Title: _____	QUALCAN, LLC By: _____ Print Name: _____ Title: _____
LONE MOUNTAIN PARTNERS, LLC By: _____ Print Name: _____ Title: _____	NEVADA ORGANIC REMEDIES, LLC By: _____ Print Name: _____ Title: _____
GREENMART OF NEVADA NLV, LLC By:  _____ Print Name: Elizabeth Stavola Title: Manager	HELPING HANDS WELLNESS CENTER, INC. By: _____ Print Name: _____ Title: _____
	CPCM Holdings, LLC, CHEYENNE MEDICAL, LLC, and COMMERCE PARK MEDICAL, LLC By: _____ Print Name: _____ Title: _____

7/27/2020

NEVADA WELLNESS CENTER, LLC By: _____ Print Name: _____ Title: _____	QUALCAN, LLC By: _____ Print Name: _____ Title: _____
LONE MOUNTAIN PARTNERS, LLC By: _____ Print Name: _____ Title: _____	NEVADA ORGANIC REMEDIES, LLC By: _____ Print Name: _____ Title: _____
GREENMART OF NEVADA NLV, LLC By: _____ Print Name: _____ Title: _____	HELPING HANDS WELLNESS CENTER, INC. By: <u>Mares J</u> Print Name: <u>Kearis Terrazas</u> Title: <u>President</u>
	CPCM Holdings, LLC, CHEYENNE MEDICAL, LLC, and COMMERCE PARK MEDICAL, LLC By: _____ Print Name: _____ Title: _____

7/28/2020

NEVADA WELLNESS CENTER, LLC By: _____ Print Name: _____ Title: _____	QUALCAN, LLC By: _____ Print Name: _____ Title: _____
LONE MOUNTAIN PARTNERS, LLC By: _____ Print Name: _____ Title: _____	NEVADA ORGANIC REMEDIES, LLC By: _____ Print Name: _____ Title: _____
GREENMART OF NEVADA NLV, LLC By: _____ Print Name: _____ Title: _____	HELPING HANDS WELLNESS CENTER, INC. By: _____ Print Name: _____ Title: _____
	CPCM Holdings, LLC, CHEYENNE MEDICAL, LLC, and COMMERCE PARK MEDICAL, LLC By:  _____ Print Name: _____ Title: _____



7/28/2020

STATE OF NEVADA, DEPARTMENT OF
TAXATION

By: Melanie Y

Print Name: Melanie Young

Title: Executive Director

Exhibit A

DOT/CCB000149

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Exhibit A contains confidential lease terms for
Helping Hands/LivFree Unincorporated Clark
County Location*

* Confidential terms will be disclosed to Cannabis Compliance Board to the extent the CCB requires.

DOT/CCB000150

048035

Exhibit B

DOT/CCB000151

Mutual Release

This Mutual Release (the “Release”) is entered into as _____, 2020 (the “Effective Date”), among LivFree Wellness, LLC, a Nevada limited liability company (“LivFree”), MM Development Company, Inc., a Nevada corporation, (“MM”); ETW Management Group LLC, Global Harmony LLC, Just Quality, LLC, Libra Wellness Center, LLC, Rombough Real Estate, Inc., and Zion Gardens LLC, (collectively the “ETW Plaintiffs”); Nevada Wellness Center, LLC, a Nevada limited liability company (“NWC”); Qualcan, LLC, a Nevada limited liability company (“Qualcan”) (collectively, “Settling Plaintiffs” or individually, a “Settling Plaintiff”); Lone Mountain Partners, LLC, a Nevada limited liability company (“Lone Mountain”); Nevada Organic Remedies, LLC, a Nevada limited liability company (“NOR”); Greenmart of Nevada NLV, LLC, a Nevada limited liability company (“GreenMart”); Helping Hands Wellness Center, Inc., a Nevada corporation (“Helping Hands”); CPCM Holdings, LLC, a Nevada limited liability company, Cheyenne Medical, LLC, a Nevada limited liability company, and Commerce Park Medical, LLC, a Nevada limited liability company (collectively “Thrive”); and the State of Nevada, Department of Taxation (“DOT”) (collectively “Settling Defendants” or individually, a “Settling Defendant”).

WHEREAS, the Settling Plaintiffs and the Settling Defendants (each individually, a “Party” and collectively, the “Parties”) entered that certain Settlement Agreement entered into as of July __, 2020 (the “Settlement Agreement”); and

WHEREAS, the Parties desire to execute this Release in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Company and Vendor hereby agree as follows:

1. Except for such rights, claims or obligations as may be created by the Settlement Agreement, LivFree, MM, ETW Plaintiffs, NWC, and Qualcan, forever, fully and unconditionally release and discharge:

Lone Mountain, NOR, Greenmart, Helping Hands, Thrive and the DOT, their past, present, and future subsidiaries, parents, affiliates, partners, joint venturers, heirs, successors, assigns, contractors, subcontractors, officers, directors, shareholders, members, managers, employees, accountants, agents, representatives, attorneys, insurers, successors and assigns (in their individual and representative capacities),

from any and all claims, demands, losses, damages, actions, causes of action, suits, debts, promises, liabilities, obligations, liens, costs, expenses, attorneys’ fees, indemnities, subrogations (contractual or equitable) or duties, of any nature, character or description whatsoever, whether known or unknown, at law or in equity, fixed or contingent, accrued or not yet accrued, matured or not yet matured, anticipated or unanticipated, asserted or unasserted,

arising out of or related to, directly or indirectly, the Lawsuit and the Disputes, as defined in the corresponding Settlement Agreement.

2. Except for such rights, claims or obligations as may be created by the Settlement Agreement, Lone Mountain, NOR, Greenmart, Helping Hands, Thrive and the DOT, forever, fully and unconditionally releases and discharges:

LivFree, MM, ETW Plaintiffs, NWC, and Qualcan, their past, present, and future subsidiaries, parents, affiliates, partners, joint venturers, heirs, successors, assigns, contractors, subcontractors, officers, directors, shareholders, members, managers, employees, accountants, agents, representatives, attorneys, insurers, successors and assigns (in their individual and representative capacities),

from any and all claims, demands, losses, damages, actions, causes of action, suits, debts, promises, liabilities, obligations, liens, costs, expenses, attorneys' fees, indemnities, subrogations (contractual or equitable) or duties, of any nature, character or description whatsoever, whether known or unknown, at law or in equity, fixed or contingent, accrued or not yet accrued, matured or not yet matured, anticipated or unanticipated, asserted or unasserted,

arising out of or related to, directly or indirectly, the Lawsuit and the Disputes, as defined in the corresponding Settlement Agreement.

3. Each Party jointly and severally acknowledges that they may later discover material facts in addition to, or different from, those which they now know, suspect or believe to be true with respect to the Disputes, the Lawsuit or the negotiation, execution or performance of this Agreement. Each party further acknowledges that there may be future events, circumstances or occurrences materially different from those they know or believe likely to occur. It is the intention of the parties to fully, finally and forever settle and release all claims and differences relating to the Disputes or the Lawsuit. The releases provided in this Agreement shall remain in full force and effect notwithstanding the discovery or existence of any such additional or different facts or occurrence of any such future events, circumstances or conditions.
4. Each Party affirms that it has not filed with any governmental agency or court any type of action or report against any of the other Party other than the Lawsuit, and currently knows of no existing act or omission by any other Party that may constitute a claim or liability excluded from the releases set forth herein.
5. Effect of Release. In the event of any inconsistencies between this Release and the Settlement Agreement, the terms of this Release shall govern and control. Except as provided for herein, all other terms and conditions of the Settlement Agreement shall remain unchanged and the parties hereby reaffirm the terms and conditions of the Settlement Agreement. This Release may only be varied by a document, in writing, of even or subsequent date hereof, executed by the parties hereto.

6. Counterparts. This Release may be executed in any number of counterparts, whether by original, copy, email or telecopy signature, each of which, when executed and delivered, will be deemed an original, but all of which together will constitute one binding agreement and instrument
7. Paragraphs 35 through 47 of the Settlement Agreement are hereby incorporated as if fully set forth herein and govern the interpretation of this Release.

[Signature Page Follows]

LIVFREE WELLNESS, LLC By: _____ Print Name: _____ Title: _____	MM DEVELOPMENT COMPANY, INC. By: _____ Print Name: _____ Title: _____
ETW MANAGEMENT GROUP LLC By: _____ Print Name: _____ Title: _____	GLOBAL HARMONY LLC By: _____ Print Name: _____ Title: _____
ZION GARDENS LLC By: _____ Print Name: _____ Title: _____	JUST QUALITY, LLC By: _____ Print Name: _____ Title: _____
LIBRA WELLNESS CENTER, LLC By: _____ Print Name: _____ Title: _____	ROMBOUGH REAL ESTATE, INC. By: _____ Print Name: _____ Title: _____

NEVADA WELLNESS CENTER, LLC By: _____ Print Name: _____ Title: _____	QUALCAN, LLC By: _____ Print Name: _____ Title: _____
LONE MOUNTAIN PARTNERS, LLC By: _____ Print Name: _____ Title: _____	NEVADA ORGANIC REMEDIES, LLC By: _____ Print Name: _____ Title: _____
GREENMART OF NEVADA NLV, LLC By: _____ Print Name: _____ Title: _____	HELPING HANDS WELLNESS CENTER, INC. By: _____ Print Name: _____ Title: _____
	CPCM Holdings, LLC, CHEYENNE MEDICAL, LLC, and COMMERCE PARK MEDICAL, LLC By: _____ Print Name: _____ Title: _____

<p>STATE OF NEVADA, DEPARTMENT OF TAXATION</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>	
--	--

EXHIBIT “2”

EXHIBIT “2”



NOTC
AARON D. FORD
Attorney General
Steve Shevorsi (Bar No. 8256)
Chief Litigation Counsel
Akke Levin (Bar No. 9102)
Senior Deputy Attorney General
Kiel B. Ireland (Bar No. 15368C)
Deputy Attorney General
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555 E. Washington Ave., Ste. 3900
Las Vegas, NV 89101
(702) 486-3420 (phone)
(702) 486-3768 (fax)

*Attorneys for Defendant
State of Nevada ex rel. its
Department of Taxation*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In re DOT Litigation,

Case No. A-19-787004-B
Dept. No. XI

Consolidated with:
A-18-785818-W
A-18-786357-W
A-19-786962-B
A-19-787035 -C
A-19787540-W
A-19-787726-C
A-19-801416-B

**DEPARTMENT OF TAXATION'S NOTICE OF
REMOVING ENTITITES FROM TIER 3**

The State of Nevada ex. rel. the Department of Taxation, by and through counsel, files this notice removing Helping Hands Wellness Center, Inc., Lone Mountain Partners, LLC, Greenmart of Nevada NLV, LLC, and Nevada Organic Remedies, LLC from tier 3.

MEMORANDUM OF POINTS AND AUTHORITIES

I. Introduction

This Department of Taxation notifies the Court that it removes Helping Hands, Greenmart, Lone Mountain, and NOR from the list of entities previously included withing

1 the “tier 3” of successful applicants. The Department’s question of whether those entities
2 disclosed their prospective owners, officers, and board members as part of the September
3 2018 recreational store marijuana competition has been eliminated.

4 **II. Background**

5 This Court held a preliminary injunction hearing in 2019. During that hearing, the
6 Court tasked the Department of Taxation with the following question:

7 The Court: Which successful applicants completed the
8 application in compliance with NRS 453D.200(6), which is the
9 provision that says, “All owners –” I’m sorry, it says “Each
owner,” at the time the application was filed in September 2018?

10 **Ex. A** at 164:19-23.

11 The Department, through counsel, responded with an email. **Ex. B.** In the email,
12 the Department described a process of creating 3 tiers. *Id.* The tiers were created in
13 response to the Court’s question, “which successful applicants completed the application in
14 compliance with NRS 453D.200(6) at the time the application was filed in September
15 2018?” *Id.* Relevant here is tier 3.

16 In tier 3 the Department identified four conditional licensees: Helping Hands,
17 Greenmart, Lone Mountain, and NOR. *Id.* The Department explained that it “could not
18 eliminate a question” regarding the completeness of those parties’ respective disclosures on
19 Attachment A of the application. *Id.* The use of the phrase “could not eliminate” indicated
20 a *then* existing question that could not be fully resolved for Helping Hands, Greenmart,
21 Lone Mountain, and NOR at that time. *Id.*

22 **III. Discussion**

23 The Department has eliminated its question. Each entity described in tier 3 will be
24 discussed below.

25 **A. Helping Hands and Lone Mountain**

26 The Department removes Helping Hands from tier 3. In the August 21, 2019 email,
27 it was noted that a question could not be eliminated whether Mr. Terteryan was Helping
28 Hands’ chief operating officer when Helping Hands filed its application. *Id.* No evidence

1 has been uncovered since then demonstrating that Mr. Terteryan held an officer position
2 at the relevant time. Accordingly, Helping Hands is removed from tier 3.

3 The Department removes Lone Mountain from tier 3. In the August 21, 2019 email,
4 it was noted that a question could not be eliminated as to whether Lone Mountain was a
5 subsidiary of an entity called Verano. *Id.* No evidence has been uncovered since then
6 demonstrating that Verano owns Lone Mountain. Accordingly, Lone Mountain is removed
7 from tier 3.

8 **B. NOR and Greenmart**

9 NOR and Greenmart were truthful in their applications. They described all owners
10 on their application. NOR in its application listed each of its owners, which included GGB
11 Nevada, LLC that was 100% owned by Xanthic Biopharma, LLC, an entity listed on the
12 Canadian Securities Exchange. Greenmart in its application listed its owners, which
13 included CGX Life Sciences, Inc., a wholly owned subsidiary of MPX Bioceutical
14 Corporation an entity listed on the Canadian Securities Exchange. The Department
15 awarded NOR and Greenmart conditional licenses. They have not received final licenses
16 for their conditionally licensed establishments. In short, they are in the exact position they
17 were in when the results were announced in December 2018. And they, like many existing
18 dispensaries with public ownership, have operated retail dispensaries beginning before the
19 September 2018 applications and continuing beyond to this day.

20 NOR and Greenmart were on tier 3 for an identical reason. Then existing
21 regulations provided no specified means to conduct a background check on an entity. While
22 NOR and Greenmart have remained on conditional licensee status, Nevada's legislature
23 and the Cannabis Compliance Board addressed and fully resolved any issues with
24 conducting a background check for these conditional licensee owners.

25 Nevada's legislature has created a series of measures to protect the public health,
26 safety, and morals in the nascent cannabis industry in Nevada. Nevada's legislature
27 adopted general qualifications for licensure and registration of persons. NRS 678B.200. It
28 is up to the CCB to determine if the "person is qualified to receive a license..." NRS

1 678B.200(1). The legislature then set out three categories of considerations for the CCB to
2 consider when evaluating an applicant's application to receive a license. NRS
3 678B.200(2)(a)-(c). These categories include "good character," "prior activities," and a
4 catch-all category to determine that the applicant is qualified "in all other respects." *Id.*

5 Nevada's legislature left it to the Cannabis Compliance Board to define the term
6 "person." The Cannabis Compliance Board has defined a "person" to include, "natural
7 persons, applicant, limited partnerships, limited-liability companies, corporations,
8 publicly-traded corporations, private investment companies, trusts, holding company, or
9 other form of business organization such as defined by the Board." CCB Reg. 1.137.
10 Applying for licensure "constitute[s] a request to the Board for a decision upon the
11 applicant's general suitability, character, integrity, and ability to participate or engage in
12 or be associated with, the cannabis industry in the manner or position sought by the
13 application..." CCB Reg. 5.000(3). The CCB is also authorized to consider applicant's
14 suitability and qualifications. CCB Reg. 5.015.

15 While this Court has at times raised an issue with respect to minority shareholders
16 of corporate entities who may not receive a background check, Nevada's legislature has
17 now addressed this valid concern to protect public safety with the authorization of a waiver
18 process in defined circumstances. NRS 678A.450(1)(e). The CCB fully addressed and
19 adopted the waiver process authorized by statute. CCB Reg. 5.125. It makes no difference
20 to this notice that there may be minority shareholders of NOR or Greenmart's respective
21 corporate membership that do not receive a background check.

22 The Department removes NOR and Greenmart from tier 3. Nevada's legislature has
23 authorized inquiry into the suitability of corporate entities as owners. The Cannabis
24 Compliance Board has defined persons as including corporate entities and created
25 regulations to background check them. Nevada's legislature also authorized waiver of the
26 background check requirement for small minority owners of a corporate applicant. Full
27 background checks are being done for NOR and Greenmart's corporate parents. These
28 . . .

1 background checks will fully address any public safety concerns. Accordingly, NOR and
2 Greenmart are removed from tier 3.

3 There has never been any requirement for the Department to disqualify an applicant
4 under circumstances such as where NOR and Greenmart have been truthful and provided
5 the information required and requested by the Department on their applications. The
6 Department has discretion in related circumstances, such as when an owner with a
7 criminal history has been listed in an application, to still consider the application in the
8 competition. NAC 453D.272(6). In such circumstances, the Department would give notice
9 to the applicant of the issue and allow the applicant and remove the owner and revised
10 their application. *Id.*

11 **III. Conclusion**

12 Where applicants were truthful, a means to complete the background check for all
13 entities has been provided, the process will address any prior questions that the
14 Department may have had. For these reasons, the Department removes Helping Hands,
15 Greenmart, Lone Mountain, and NOR from tier 3.

16 Respectfully submitted August 11, 2020.

17 AARON D. FORD
18 Attorney General

19 By: /s/ Steve Shevorski
20 Steve Shevorski (Bar No. 8256)
21 Chief Litigation Counsel
22 Akke Levin (Bar No. 9102)
23 Senior Deputy Attorney General
24 Kiel B. Ireland (Bar No. 15368C)
25 Deputy Attorney General

26 *Attorneys for Defendant*
27 *State of Nevada ex rel. its*
28 *Department of Taxation*

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/s/ Traci Plotnick
Traci Plotnick, an employee of the
Office of the Attorney General

EXHIBIT A

EXHIBIT A

DOT/CCB000165

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

SERENITY WELLNESS CENTER LLC, .
et al. .

Plaintiffs .

CASE NO. A-19-786962-B

vs. .

STATE OF NEVADA DEPARTMENT OF .
TAXATION .

DEPT. NO. XI

Defendant .

**Transcript of
Proceedings**

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BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE

EVIDENTIARY HEARING - DAY 20

FRIDAY, AUGUST 16, 2019

COURT RECORDER:

TRANSCRIPTION BY:

JILL HAWKINS
District Court

FLORENCE HOYT
Las Vegas, Nevada 89146

Proceedings recorded by audio-visual recording, transcript
produced by transcription service.

DOT/CCB000166

1 rebuttal, or have I finished the rebuttal arguments?

2 Mr. Shevorski, I have a homework assignment for you,
3 because, as the representative of the State, you are the only
4 one in a position to be able to provide this information.

5 MR. SHEVORSKI: Yes, Your Honor.

6 THE COURT: And then I need you to give me an
7 estimate on how long it's going to take you to do it.

8 MR. SHEVORSKI: Okay.

9 THE COURT: And I want a realistic estimate, not one
10 that keeps you and your staff from sleeping, okay.

11 MR. PRINCE: What was the last comment? I didn't
12 hear the last comment.

13 MR. SHEVORSKI: She wants me to be able to sleep.

14 MR. PRINCE: Oh.

15 MS. SHELL: Objection, Your Honor.

16 THE COURT: We've had a couple of times during this
17 where I told them I didn't care if they slept. But this one
18 isn't one of those.

19 Which successful applicants completed the
20 application in compliance with NRS 453D.200(6), which is the
21 provision that says, "All owners -- " I'm sorry, it says "Each
22 owner," at the time the application was filed in September
23 2018?

24 MR. SHEVORSKI: Completed applications, and then --

25 THE COURT: So I want to know which of the

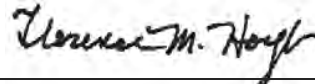
CERTIFICATION

I CERTIFY THAT THE FOREGOING IS A CORRECT TRANSCRIPT FROM THE AUDIO-VISUAL RECORDING OF THE PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

AFFIRMATION

I AFFIRM THAT THIS TRANSCRIPT DOES NOT CONTAIN THE SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER OF ANY PERSON OR ENTITY.

FLORENCE HOYT
Las Vegas, Nevada 89146



FLORENCE M. HOYT, TRANSCRIBER

8/19/19

DATE

EXHIBIT B

EXHIBIT B

Traci A. Plotnick

From: Steven G. Shevorski
Sent: Sunday, August 2, 2020 9:42 AM
To: Steven G. Shevorski
Subject: FW: A786962 Serenity - Response to Judge's Question on NRS 453D.200(6)

Steve Shevorski
Chief Litigation Counsel
Office of the Attorney General
555 E. Washington Ave., Suite 3900
Las Vegas, NV 89101
702-486-3783

From: Steven G. Shevorski
Sent: Wednesday, August 21, 2019 3:23 PM
To: 'Meriwether, Danielle LC'; 'Michael Cristalli'; 'Vincent Savarese'; 'Ross Miller'; Ketan D. Bhirud; Robert E. Werbicky; David J. Pope; Theresa M. Haar; 'jag@mgalaw.com'; 'rgraf@blacklobello.law'; 'bhiggins@blacklobello.law'; 'alina@nvlitigation.com'; 'Work'; 'Eric Hone, Esq. (eric@h1lawgroup.com)'; 'jamie@h1lawgroup.com'; 'moorea@h1lawgroup.com'; 'jkahn@jk-legalconsulting.com'; 'dkoch@kochscow.com'; 'sscow@kochscow.com'; 'Bult, Adam K.'; 'tchance@bhfs.com'; 'a.hayslett@kempjones.com'; 'Nathanael Rulis, Esq. (n.rulis@kempjones.com)'; 'tparker@pnalaw.net'; 'Fetaz, Maximilien'; 'phil@hymansonlawnv.com'; 'shane@lasvegaslegalvideo.com'; 'joe@lasvegaslegalvideo.com'; 'Pat Stoppard (p.stoppard@kempjones.com)'; 'jdelcarmen@pnalaw.net'; Kutinac, Daniel; 'ShaLinda Creer'; 'Tanya Bain'; 'Karen Wiehl (Karen@HymansonLawNV.com)'; 'Kay, Paula'; 'Dennis Prince (dprince@thedplg.com)'; 'tlb@pisanellibice.com'; 'JTS@pisanellibice.com'
Cc: Kutinac, Daniel
Subject: RE: A786962 Serenity - Response to Judge's Question on NRS 453D.200(6)

Case : A-19-786962-B

Dept. 11

Danielle,

The Department of Taxation answers the Court's question as follows:

Court's Question: Which successful applicants completed the application in compliance with NRS 453D.200(6) at the time the application was filed in September 2018?

Answer: The Department of Taxation answers the Court's question in three parts.

First, there were seven successful applicants who are not parties to the coordinated preliminary injunction proceeding. These entities are Green Therapeutics LLC, Eureka NewGen Farms LLC, Circle S Farms LLC, Deep Roots Medical LLC, Pure Tonic Concentrates LLC, Wellness Connection of Nevada LLC, Polaris Wellness Center LLC, and TRNVP098 LLC. Accepting as truthful these applicants' attestations regarding who their owners, officers, and board members were at the time of the application, these applications were complete at the time they were filed with reference to NRS 453D.200(6).

Second, there were five successful applicants who are parties to this coordinated preliminary injunction proceeding whose applications were complete with reference to NRS 453D.200(6) if the Department of Taxation accepts as truthful their attestations regarding who their owners, officers, and board members were. These applicants were Clear River LLC, Cheyenne Medical LLC, Essence Tropicana LLC, Essence Henderson LLC, and Commerce Park Medical LLC.

Third, there were four successful applicants who are parties to this proceeding regarding whom the Department of Taxation could not eliminate a question as to the completeness of their applications with reference to NRS 453D.200(6). These applicants were Helping Hands Wellness Center Inc., Lone Mountain Partners LLC, Nevada Organic Remedies LLC, and Greenmart of Nevada NLV LLC.

With respect to the third group, the Department of Taxation could not eliminate a question as to the completeness of the applications due to the following:

1. **Helping Hands Wellness Center, Inc.** – The Department of Taxation could not eliminate a question regarding the completeness of the applicant's identification of all of its officers on Attachment A in light of Mr. Terteryan's testimony that he is the Chief Operating Officer and was not listed on Attachment A. The Department of Taxation does note, however, that Mr. Terteryan has been the subject of a completed background check.
2. **Lone Mountain Partners, LLC** – The Department of Taxation could not eliminate a question regarding the completeness of the applicant's identification of all of its owners because the Department could not determine whether Lone Mountain Partners, LLC was a subsidiary of an entity styled "Verona" or was owned by the individual members listed on Attachment A.
3. **Nevada Organic Remedies, LLC** - The Department of Taxation could not eliminate a question regarding the completeness of the applicant's identification of all of its owners because the Department could not determine whether there were shareholders who owned a membership interest in the applicant at the time the application was submitted, but who were not listed on Attachment A, as the applicant was acquired by a publicly traded company on or around September 4, 2018.
4. **Greenmart of Nevada NLV, LLC** - The Department of Taxation could not eliminate a question regarding the completeness of the applicant's identification of all of its owners. The Department could not determine whether the applicant listed all its owners on Attachment A because a subsidiary of a publicly traded company owned a membership interest in the applicant at the time the applicant submitted its application.

In creating this answer, the Department of Taxation sought to answer the Court's question in a neutral fashion based on the information available to it from the applications themselves, testimony given at the hearing (without reference to issues of admissibility, which an affected party may raise), and information publicly available from a government website (the Canadian Securities Exchange website), which was submitted by the applicant or information submitted about the applicant by an entity claiming an affiliation to the applicant. The Department of Taxation expects that Helping Hands Wellness Center Inc., Lone Mountain Partners LLC, Nevada Organic Remedies LLC, and Greenmart of Nevada NLV LLC may explain why they believe they submitted complete applications in compliance with the provisions of NRS 453D.200(6).

Best regards,

Steve Shevorski

Steve Shevorski
Head of Complex Litigation
Office of the Attorney General
555 E. Washington Ave., Suite 3900
Las Vegas, NV 89101
702-486-3783

From: Meriwether, Danielle LC <Dept11LC@clarkcountycourts.us>

Sent: Wednesday, August 21, 2019 10:11 AM

To: Steven G. Shevorski <SShevorski@ag.nv.gov>; 'Michael Cristalli' <mcristalli@gcmaslaw.com>; 'Vincent Savarese' <vsavarese@gcmaslaw.com>; 'Ross Miller' <rmiller@gcmaslaw.com>; Ketan D. Bhurud <KBhurud@ag.nv.gov>; Robert E. Werbicky <RWerbicky@ag.nv.gov>; David J. Pope <DPope@ag.nv.gov>; Theresa M. Haar <THaar@ag.nv.gov>; 'jag@mgalaw.com' <jag@mgalaw.com>; 'rgraf@blacklobello.law' <rgraf@blacklobello.law>; 'bhiggins@blacklobello.law' <bhiggins@blacklobello.law>; 'alina@nvlitigation.com' <alina@nvlitigation.com>; 'Work' <maggie@nvlitigation.com>; 'Eric Hone, Esq. (eric@h1lawgroup.com)' <eric@h1lawgroup.com>; 'jamie@h1lawgroup.com' <jamie@h1lawgroup.com>; 'moorea@h1lawgroup.com' <moorea@h1lawgroup.com>; 'jkahn@jk-legalconsulting.com' <jkahn@jk-legalconsulting.com>; 'dkoch@kochscow.com' <dkoch@kochscow.com>; 'sscow@kochscow.com' <sscow@kochscow.com>; 'Bult, Adam K.' <ABult@bhfs.com>; 'tchance@bhfs.com' <tchance@bhfs.com>; 'a.hayslett@kempjones.com' <a.hayslett@kempjones.com>; 'Nathanael Rulis, Esq. (n.rulis@kempjones.com)' <n.rulis@kempjones.com>; 'tparker@pnalaw.net' <tparker@pnalaw.net>; 'Fetaz, Maximilien' <MFetaz@bhfs.com>; 'phil@hymansonlawnv.com' <phil@hymansonlawnv.com>; 'shane@lasvegaslegalvideo.com' <shane@lasvegaslegalvideo.com>; 'joe@lasvegaslegalvideo.com' <joe@lasvegaslegalvideo.com>; 'Pat Stoppard (p.stoppard@kempjones.com)' <p.stoppard@kempjones.com>; 'jdelcarmen@pnalaw.net' <jdelcarmen@pnalaw.net>; Kutinac, Daniel <KutinacD@clarkcountycourts.us>; 'ShaLinda Creer' <screer@gcmaslaw.com>; 'Tanya Bain' <tbain@gcmaslaw.com>; 'Karen Wiehl (Karen@HymansonLawNV.com)' <Karen@hymansonlawnv.com>; 'Kay, Paula' <PKay@bhfs.com>; 'Dennis Prince (dprince@thedplg.com)' <dprince@thedplg.com>; 'tlb@pisanellibice.com' <tlb@pisanellibice.com>; 'JTS@pisanellibice.com' <JTS@pisanellibice.com>

Cc: Kutinac, Daniel <KutinacD@clarkcountycourts.us>

Subject: RE: A786962 Serenity - Request for 1 day extension to respond to Judge's Question on NRS 453D.200

Mr. Shevorski,

Judge said she understands and asks that you please get us an answer as soon as you can.

Thank you,

Danielle M. Meriwether, Esq.

Law Clerk to the Honorable Elizabeth G. Gonzalez

District Court, Department XI

P: (702) 671-4375

F: (702) 671-4377

From: Meriwether, Danielle LC

Sent: Tuesday, August 20, 2019 4:06 PM

To: 'Steven G. Shevorski'; Michael Cristalli; Vincent Savarese; Ross Miller; Ketan D. Bhirud; Robert E. Werbicky; David J. Pope; Theresa M. Haar; jag@mgalaw.com; rgraf@blacklobello.law; bhiggins@blacklobello.law; alina@nvlitigation.com; Work; Eric Hone, Esq. (eric@h1lawgroup.com); jamie@h1lawgroup.com; moorea@h1lawgroup.com; jkahn@jk-legalconsulting.com; dkoch@kochscow.com; sscow@kochscow.com; Bult, Adam K.; tchance@bhfs.com; a.hayslett@kempjones.com; Nathanael Rulis, Esq. (n.rulis@kempjones.com); tparker@pnalaw.net; Fetaz, Maximilien; phil@hymansonlawnv.com; shane@lasvegaslegalvideo.com; joe@lasvegaslegalvideo.com; Pat Stoppard (p.stoppard@kempjones.com); jdelcarmen@pnalaw.net; Kutinac, Daniel; ShaLinda Creer; Tanya Bain; Karen Wiehl (Karen@HymansonLawNV.com); Kay, Paula; Dennis Prince (dprince@thedplg.com); tlb@pisanellibice.com; JTS@pisanellibice.com

Cc: Kutinac, Daniel

Subject: RE: A786962 Serenity - Request for 1 day extension to respond to Judge's Question on NRS 453D.200

Mr. Shevorski,

Thank you for your email. I will inform Judge.

Danielle M. Meriwether, Esq.

Law Clerk to the Honorable Elizabeth G. Gonzalez

District Court, Department XI

P: (702) 671-4375

F: (702) 671-4377

From: Steven G. Shevorski [<mailto:SShevorski@ag.nv.gov>]

Sent: Tuesday, August 20, 2019 4:03 PM

To: Meriwether, Danielle LC; Michael Cristalli; Vincent Savarese; Ross Miller; Ketan D. Bhirud; Robert E. Werbicky; David J. Pope; Theresa M. Haar; jag@mgalaw.com; rgraf@blacklobello.law; bhiggins@blacklobello.law; alina@nvlitigation.com; Work; Eric Hone, Esq. (eric@h1lawgroup.com); jamie@h1lawgroup.com; moorea@h1lawgroup.com; jkahn@jk-legalconsulting.com; dkoch@kochscow.com; sscow@kochscow.com; Bult, Adam K.; tchance@bhfs.com; a.hayslett@kempjones.com; Nathanael Rulis, Esq. (n.rulis@kempjones.com); tparker@pnalaw.net; Fetaz, Maximilien; phil@hymansonlawnv.com; shane@lasvegaslegalvideo.com; joe@lasvegaslegalvideo.com; Pat Stoppard (p.stoppard@kempjones.com); jdelcarmen@pnalaw.net; Kutinac, Daniel; ShaLinda Creer; Tanya Bain; Karen Wiehl (Karen@HymansonLawNV.com); Kay, Paula; Dennis Prince (dprince@thedplg.com); tlb@pisanellibice.com; JTS@pisanellibice.com

Cc: Kutinac, Daniel

Subject: A786962 Serenity - Request for 1 day extension to respond to Judge's Question on NRS 453D.200

To the Honorable Judge Gonzales,

The Department of Taxation needs until tomorrow to submit the email responding to your query. My office needs a little more time to confer with the DOT on the answer to your question. I also have to

leave work early due to a medical circumstance involving my wife's family, which requires my wife to attend to her mother in the hospital and I have the charge of my two children.

I apologize for the delay. The DOT requests an additional day to provide its response, if possible.

Steve Shevorski
Head of Complex Litigation
Office of the Attorney General
555 E. Washington Ave., Suite 3900
Las Vegas, NV 89101
702-486-3783

From: Meriwether, Danielle LC <Dept11LC@clarkcountycourts.us>
Sent: Thursday, August 15, 2019 8:23 AM
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Cc: Kutinac, Daniel <KutinacD@clarkcountycourts.us>
Subject: A786962 Serenity - Bench Briefs Received

Counsel:

I am emailing to confirm the receipt of the following briefs:

1. MM & LivFree (Kemp)
2. CPCM/Thrive (Gutierrez)
3. NOR (Koch)
4. Essence (Bice)
5. Greenmart (Shell)
6. Clear River (Graf)

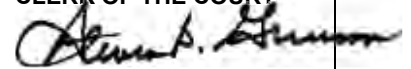
Thank you,

Danielle M. Meriwether, Esq.
Law Clerk to the Honorable Elizabeth G. Gonzalez
District Court, Department XI
P: (702) 671-4375
F: (702) 671-4377

EXHIBIT H

EXHIBIT H

DOT/CCB000175



1 FFCL

2
3
4 DISTRICT COURT
5 CLARK COUNTY, NEVADA

6
7
8 In Re: D.O.T. Litigation

Case No. A-19-787004-B
Consolidated with:
A-18-785818-W
A-18-786357-W
A-19-786962-B
A-19-787035-C
A-19-787540-W
A-19-787726-C
A-19-801416-B

11
12 Dept. No. XI

13 FINDINGS OF FACT, CONCLUSION OF LAW AND PERMANENT INJUNCTION

14 This matter having come before the Court for a non-jury trial on Phase 2 pursuant to the Trial
15 Protocol¹ beginning on July 17, 2020², and occurring day to day thereafter until its completion on
16 August 18, 2020. The following counsel and party representatives participated in this Phase of the
17 Trial:³

18
19 *The Plaintiffs*

20 Dominic P. Gentile, Esq., John A. Hunt, Esq., Mark S. Dzarnoski, Esq. and Ross J. Miller, Esq.,
21 of the law firm Clark Hill, appeared on behalf of TGIG, LLC; Nevada Holistic Medicine, LLC; GBS

22 ¹ Phase 2 as outlined in the Trial protocol includes:

23 Legality of the 2018 recreational marijuana application process (claims for Equal Protection, Due Process,
24 Declaratory Relief, Intentional Interference with Prospective Economic Advantage, Intentional Interference with
Contractual Relations, and Permanent Injunction).

25 ² Prior to the commencement of trial the Court commenced an evidentiary hearing relief to Nevada Wellness motion
26 for case terminating sanctions filed 6/26/2020. The decision in 136 NAO 42 raised issues which caused the Court to
27 suspend that hearing and consolidate it with the merits of the trial. As a result of the evidence presented during trial the
motion is granted in part.

28 ³ Given the social distancing requirements many representatives attended telephonically for at least a portion of the
proceedings.