

**IN THE SUPREME COURT OF THE
STATE OF NEVADA**

Electronically Filed
Mar 23 2021 09:38 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

NUVEDA, LLC,

Petitioner,

VS

EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF
NEVADA, IN AND FOR THE
COUNTY OF CLARK, THE
HONORABLE ELIZABETH
GONZALEZ, DISTRICT JUDGE,

Respondent,

SHANE TERRY, PHIL IVEY, AND
DOTAN Y. MELECH, receiver for
CWNEVADA, LLC, a Nevada limited
liability company,

Real Parties in Interest.

Supreme Court Case No. TBD

Case: A-20-817363-B

Lead Case: A-17-755479-B

Other Consolidated Cases with Lead
Case:
A-19-791405-C and A-19-796300-B

**APPENDIX FOR
PETITION FOR WRIT OF PROHIBITION OR, IN THE ALTERNATIVE,
PETITION FOR WRIT OF MANDAMUS (Volume 1 of 2)**

LAW OFFICE OF MITCHELL STIPP
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DATED this 22nd day of March, 2021.

LAW OFFICE OF MITCHELL STIPP

A handwritten signature in black ink, appearing to read "Mitchell Stipp", is positioned above a horizontal line.

MITCHELL STIPP, ESQ.

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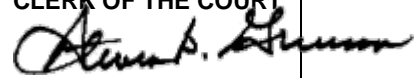
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EXHIBIT 1



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Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

NUVEDA, LLC, a Nevada Limited Liability
Company; and CWNEVADA LLC, a Nevada
Limited Liability Company,

Plaintiffs,

v.

4FRONT ADVISORS LLC, foreign limited
liability company, DOES I through X and
ROE ENTITIES, II through XX, inclusive,

Defendants.

Case No.: A-17-755479-B

Consolidated With: A-19-791405-C,
A-19-796300-B, and A-20-817363-B

Dept. No.: 11

Hearing Date: October 19, 2020
Hearing Time: 9:00 am

AND RELATED MATTERS

**ORDER GRANTING MOTION FOR AUTHORIZATION TO REINSTATE
CWNV, LLC AND CWNV1, LLC AND GRANTING IN PART AND DENYING IN
PART PLAINTIFFS' MOTION FOR LEAVE TO FILE AMENDED COMPLAINT ON
ORDER SHORTENING TIME**

The Motion for Authorization to Reinstate CWNV, LLC and CWNV1, LLC and for Leave to File Amended Complaint on Order Shortening Time (the "Motion") having come before the Honorable Elizabeth Gonzalez on October 19, 2020 with Dotan Y Melech, the Court-appointed receiver (the "Receiver") over CWNevada, LLC, a Nevada limited liability company ("CWNevada"), Shane Terry ("Terry") and Phillip D. Ivey ("Ivey"), appearing by and through

1 their counsel of record, L. Joe Coppedge of the law firm of Mushkin & Coppedge, and NuVeda,
2 LLC, a Nevada limited liability company ("NuVeda"), appearing for itself and as trustee for
3 CWNV, LLC ("CWNV") and CWNV1, LLC ("CWNV1") by and through its counsel of record,
4 Mitchell Stipp of the Law Office of Mitchell Stipp, and the Court, having reviewed and
5 considered the record, the points and authorities on file, and the argument of counsel, and good
6 cause appearing, finds and orders as follows:

7 1. The Receiver may apply to the Nevada Secretary of State to revive CWNV and
8 CWNV1 in accordance with NRS 86.580.

9 2. Until CWNV and CWNV1 are revived, Dr. Pejman Bady as manager of NuVeda
10 shall continue to act as trustee for CWNV and CWNV1.

11 3. Once revival occurs, the Court assumes the Receiver will appoint someone to
12 manage CWNV and CWNV1 since, arguably, CWNevada, has the majority interest.

13 4. If NuVeda disagrees with the Receiver's appointment, it may object at that time.

14 5. The motion to amend is granted only with respect to the Receiver and Ivey.

15 6. The motion to amend is denied with respect to Terry.

16 7. NuVeda's countermotion is denied (including the request to join Folium Holdings,
17 Inc.).

18 IT IS SO ORDERED.

19 DATED this 23rd day of November, 2020.

20
21 
22 DISTRICT COURT JUDGE

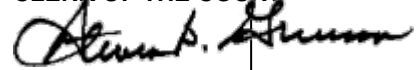
23 Respectfully Submitted:
24 MUSHKIN & COPPEDGE

25 /s/L. Joe Coppedge
26 L. JOE COPPEDGE, ESQ.
27 Nevada Bar No. 4954
28 6070 South Eastern Ave Ste 270
Las Vegas, NV 89119
*Attorneys for Dotan Y. Melech, Receiver,
Shane Terry, and Phillip D. Ivey*

Approved as to Form and Content:
LAW OFFICE OF MITCHELL STIPP

/s/Mitchell D. Stipp
MITCHELL D. STIPP, ESQ.
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Las Vegas, Nevada 89144
Attorneys for NuVeda, LLC

EXHIBIT 2



NOTC

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Christopher L. Blandford, Esq. - NSB 14482

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Counsel for Intervenor, The CIMA Group LLC

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR CLARK COUNTY

NUVEDA, LLC, a Nevada Limited Liability
Company; and CWNEVADA LLC, a
Nevada Limited Liability Company,

Plaintiffs,

vs.

4FRONT ADVISORS LLC, a foreign
limited liability company, DOES 1 through
X and ROE ENTITIES, II through XX,
inclusive

Defendants.

Case No.: A-17-755479-C

Dept. No.: 32

**NOTICE OF APPOINTMENT OF
TEMPORARY RECEIVER AND
TEMPORARY RESTRAINING ORDER
IN EIGHTH JUDICIAL DISTRICT
COURT CASE NO. A-18-773230-B**

**TO THE HONORABLE COURT, ALL PARTIES AND THEIR COUNSEL OF
RECORD**

Please take notice that on the 13th day of June 2019, an *Order Appointing Temporary Receiver and Temporary Restraining Order* ("Order Appointing Receiver") was entered in Department 27 of the Eighth Judicial District Court in case A-18-773230-B.

A copy of the Order Appointing Receiver is attached hereto as **Exhibit "1"**.

AFFIRMATION

The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

DATED: June 13, 2019.

HUMPHREY LAW PLLC

/s/ L. Edward Humphrey

L. Edward Humphrey, Esq.

Christopher L. Blandford, Esq.

Counsel for Intervenor, The CIMA Group LLC

CERTIFICATE OF SERVICE

Pursuant to NRCp 5(b)(2)(B), I hereby certify that I am an employee with HUMPHREY LAW PLLC, counsel of record for Plaintiff THE CIMA GROUP, LLC and on the date stated below I served the foregoing document on following parties/counsel via the method so stated:

A. William Maupin 13345 Goldpan Dr., Suite 112 Reno, NV 89511 Counsel for CWNEVADA LLC	Odyssey efilng system and direct email: raisuli1@aol.com
Cohen, Johnson Parker Edwards Steven B. Cohen; Kevin M. Johnson H. Stan Johnson; 375 E. Warm Springs Road, Suite 104 Las Vegas, NV 89115 Counsel for CWNEVADA LLC	Odyssey efilng system and direct email: Sbc8310@cox.net ; sgondek@cohenjohnson.com ; sjohnson@cohenjohnson.com ; kjohnson@cohenjohnson.com
Wiley Petersen Jason M. Wiley, Esq; Ryan S. Peterson 1050 Indigo Drive, Suite 130 Las Vegas, NV 89145 Counsel for NUVEDA LLC	Odyssey efilng system and direct email: jwiley@wileypetersenlaw.com rpetersen@wileypetersenlaw.com
Mazur & Brooks Michael D. Mazur 2355 Red Rock Street, Suite 100 Las Vegas, Nevada 89146	Odyssey efilng system and direct email: complaint@mazurbrooks.com
Jolley Urga Woodbury Holthus & Rose William R. Urga, Esq; David J. Malley, Esq; Kyle M. Wyant, Esq. 330 S. Rampart Blvd., Ste. 380 Las Vegas, NV 89145 Counsel for Highland Partners, et al	Odyssey efilng system and direct email: wru@juwlaw.com ; djm@juwlaw.com ; kmw@juwlaw.com
Greenberg Traurig LLP Mark E. Ferrario, Esq.; Christopher R. Miltnerberger, Esq. 10845 Griffith Peak Dr., Suite 600 Las Vegas, NV 89135 Counsel for Green Pastures, et al	Odyssey efilng system and direct email: ferrariom@gtlaw.com ; miltnerbergerc@gtlaw.com
Snell & Wilmer Justin Carley, Esq; Bradley Austin, Esq. 3883 Howard Hughes Parkway, Suite 1100 Las Vegas, NV 89169 Counsel for 4Front Advisors	Odyssey efilng system and direct email: jcarley@swlaw.com bsaustin@swlaw.com

All other counsel and parties who have appeared in this action and are registered with the Eighth Judicial District Court Odyssey efilng system	Odyssey efilng system

Dated this 13th day of June 2019.

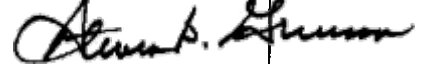
/s/Caroline Carter
Caroline Carter

EXHIBIT LIST

Exhibit 1 - Order Appointing Temporary Receiver and Temporary Restraining Order

Exhibit 1

Exhibit 1



ORDER

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Counsel for Plaintiff, The CIMA Group LLC

**IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CLARK COUNTY**

THE CIMA GROUP LLC, a Colorado
limited liability company;

Plaintiffs,

vs.

CWNEVADA, LLC, a Nevada limited
liability company; and DOES 1-50,

Defendants.

Case No.: A-18-773230-B

Dept. No.: 27

**ORDER APPOINTING TEMPORARY
RECEIVER AND TEMPORARY
RESTRAINING ORDER**

**Continued Hearing Date: June 19, 2019
Hearing Time: 10:30 a.m.**

This matter has come before this Court upon the motion of The Cima Group LLC ("CIMA") to appoint a temporary receiver or monitor over CWNEVADA, LLC, and its subsidiaries and affiliates (including, without limitation, CWNV, LLC) in the above-captioned action. The court has reviewed *CIMA's Emergency Ex Parte Application for Appointment of Temporary Receiver or Monitor*, filed on June 6, 2019 (the "Receivership Application"), *Defendant's Opposition to Plaintiff's Ex Parte Application for Appointment of Temporary Receiver or Monitor* filed on June 10, 2019 ("Opposition"), and CIMA's *Supplement to Application for Appointment of Temporary Receiver or Monitor* filed on June 11, 2019 ("Supplement"), has taken taking judicial notice of pending proceedings before this

1 Court involving CWNEVADA, including *Nuveda, LLC, et. al. v. 4Front Advisors LLC*, Case
2 No. A-17-755479-C pending in Department 32 of this Court (“4Front Matter”), and heard
3 oral argument of counsel presented at the hearing on the Receivership Application held on
4 June 12, 2019 (“Hearing”). The Court’s findings of fact and conclusions of law have been
5 stated on the record during the Hearing and are incorporated herein. Under the circumstances
6 presented, the Court finds that immediate appointment of a temporary receiver and the
7 issuance of a temporary restraining order enjoining CWNEVADA and its agents, servants,
8 members, officers, affiliates, employees, representatives, and all other persons and entities
9 who are successors in interest to or who are acting in concert or participating with them, from
10 interfering with the duties of the Receiver, is appropriate as set forth below.

11
12 **THEREFORE, IT IS HEREBY ORDERED THAT:**

13 Dotan Y. Melech (“Receiver”) is hereby appointed as temporary Receiver over
14 CWNevada, LLC and its affiliated entities, including but not limited to CWNV, LLC
15 (collectively, “CWNEVADA”), with the powers granted by this Order as follows:

16 1. The Receiver shall be the agent of the Court and shall be accountable directly
17 to this Court. This Court hereby asserts exclusive jurisdiction and takes exclusive possession
18 of all the property owned by, controlled by, or in the name of CWNEVADA, including all
19 assets, contracts, monies, securities, inventory, properties, real or personal, tangible and
20 intangible, of whatever kind and description and wherever situated, including but not limited
21 to the following Nevada marijuana establishment licenses and the businesses and properties
22 associated therewith: 8926 2643 4085 3963 7228; 0918 7693 7133 1267 8064; 1376 1794
23 0956 7505 0382; 3908 4961 6157 3630 3651; and 4358 1723 6737 5350 5053 (all assets are,
24 collectively, the “Receivership Estate”). For all purposes, the Receiver shall, together with
25 one or more Management Agents if necessary and as set forth herein, have the power and
26 authority to take possession of, manage and operate the Receivership Estate, consistent with
27 the laws of Nevada, including the marijuana regulations of the Department of Taxation and
28 the statutes of Nevada.

1 2. The Court will revisit the appointment of the temporary Receiver in this case
2 following the evidentiary hearing on the pending receivership application in the 4Front
3 Matter currently set for 9:00 a.m. on June 14, 2019 (as may be continued, the “4Front
4 Receiver Hearing”). Following the 4Front Receiver hearing, the parties in the above
5 captioned action and those interested in the Receiver’s appointment hereunder are directed to
6 appear before this Department for a continued hearing on CIMA’s Receivership Application,
7 currently set for June 19, 2019 at 10:30 a.m. (“Continued Hearing”), at which time the Court
8 will address the Receiver’s temporary appointment hereunder. For avoidance of doubt,
9 unless and until otherwise ordered by this Court, the Receiver shall conduct the duties and
10 has the powers set forth herein.
11

12 3. The Receiver, together with one or more Management Agents if necessary, is
13 authorized to take all steps necessary to care for, manage, secure, preserve, protect, operate
14 and collect the revenues generated by CWNEVADA’s business operations and the
15 Receivership Estate in the manner the Receiver believes in its business judgment is most
16 beneficial to the Receivership Estate and its creditors.

17 4. If required by any state or local government bodies, or if deemed advisable in
18 the Receiver’s business judgment, the Receiver shall promptly engage the services of one or
19 more “Management Agents” to operate the aspects of the Receivership Estate that are subject
20 to the Nevada marijuana laws and the marijuana regulations of the Department of Taxation or
21 any other state or local governmental or regulatory body, including cultivation, production,
22 and dispensary operations, that may be necessary or advisable to comply with all Nevada
23 laws and regulations relating to marijuana establishment licenses. The Receiver and the
24 Management Agent shall not take any action that either believes could jeopardize
25 CWNEVADA’s marijuana establishment licenses, without Court approval. The Receiver’s
26 powers and duties set forth herein shall include, as advisable and/or necessary to comply with
27 Nevada law, utilizing the services of the Management Agent to comply with Nevada
28 marijuana laws and regulations, including by utilizing the Management Agent to:

1 a. Negotiate, execute, perform, extend, re-negotiate, amend, or modify
2 any contracts or obligations, to the extent any such contract or agreement is necessary
3 for CWNEVADA to maintain the status and resources required of it under Nevada
4 law to remain eligible for its marijuana establishment licenses in accordance with the
5 Department of Taxation regulations and Nevada statutes;

6 b. Hire, manage, and terminate the employment of any employee,
7 contractor, or agent to the extent such action is necessary for CWNEVADA to
8 maintain CWNEVADA's marijuana establishment licenses; and

9 c. Interact as authorized Management Agent for CWNEVADA with any
10 governmental entity, agency department, employee, agent or inspector in connection
11 with obtaining any approvals, certificates, licenses, rights of occupancy or use, zoning
12 approval, variances, special use permits, permits or rights or approvals required by
13 Nevada law for CWNEVADA to remain eligible for its marijuana establishment
14 licenses and any approvals to operate such establishments.

15
16 5. In addition to other duties set forth herein, any Management Agent shall:

17 a. Obtain and be authorized to obtain all required agent cards for all
18 necessary employees or agents of CWNEVADA and, to the extent required by
19 Nevada law, for the Receiver and its personnel; and

20 6. Interface with the Department of Taxation and any other relevant
21 governmental agencies or bodies on behalf of CWNEVADA.

22 7. The Receiver is authorized to perform a review of all of CWNEVADA's
23 assets, holdings, and interests, and may, but shall not be required to, apply to the Court on an
24 *ex parte* basis to amend this Order as necessary to provide the Receiver with the authority to
25 act on behalf of the Receivership Estate to identify any asset or entity that belongs to the
26 Receivership Estate. The Receiver is empowered to use any and all lawful means to identify
27 and secure the assets of the Receivership Estate.
28

1 8. The Receiver may contact any party it reasonably believes to be an account
2 debtor of CWNEVADA and arrange for direct payment of the obligations due from account
3 debtors to the Receiver.

4 9. The Receiver shall serve without bond.

5 10. Immediately upon the filing of the Receiver's undertaking and oath, the
6 Receiver in its business judgment may direct and, if so directed, CWNEVADA and/or any of
7 its officers, directors, managers, and members shall:

8 a. Turn over and surrender to the Receiver all assets of and income from
9 the Receivership Estate currently held by CWNEVADA or any of its officers, directors,
10 managers, affiliates, employees, members, principals, agents or others;

11 b. Turn over and surrender to the Receiver: (i) all monies accountable to
12 the proceeds, revenues, issues and profits of the Receivership Estate, now in the possession,
13 custody or control of CWNEVADA and its affiliates, agents, members, principals,
14 representatives or others; (ii) all records, statements, copies of checks, bills, invoices and
15 other data from all bank accounts maintained by CWNEVADA in connection with the
16 Receivership Estate, including but not limited to all accounts maintained at any bank, credit
17 union, brokerage firm, or any financial institution, any other accounts where the funds
18 relating to the Receivership Estate were transferred or deposited, and all other records, books
19 of account, ledgers, expense accounts and all documents and records (including records
20 maintained in electronic form) pertaining to the operation, maintenance and control of the
21 Receivership Estate (collectively, the "Books and Records"), whether in the possession and
22 control of CWNEVADA or in the possession and control of affiliates, agents, members,
23 principals, servants, or employees of CWNEVADA or others, provided, however, that said
24 Books and Records shall be made available for the use of CWNEVADA upon reasonable
25 notice in the normal course of the performance of its duties, as necessary; (iii) all keys
26 relating to the Receivership Estate, (iv) all computer systems or software, including any
27 computer systems, with access information, if any, to operate the systems and the records,
28

1 books of account, ledgers and all business records of the Receivership Estate, wherever
2 located in and whatever mode maintained (including, without limitation, information
3 contained on computers and any and all passwords, system access and/or alarm codes,
4 keycards, software, and similar items relating thereto as well as all banking records,
5 statements and canceled checks); (v) all documents which constitute or pertain to insurance
6 policies, whether currently in effect or lapsed which relate to the Receivership Estate; (vi) all
7 contracts, leases and subleases, royalty agreements, licenses, assignments or other agreements
8 of any kind whatsoever, whether currently in effect or lapsed, which relate to any interest in
9 the Receivership Estate; (vii) all income and monies derived from the Receivership Property
10 wherever and whatsoever mode maintained; (viii) all mail relating to the Receivership Estate;
11 (ix) all keys, passwords, and combinations for all safes and locks relating to or located on
12 premises associated with the Receivership Estate; and (x) all credit card terminals and
13 merchant accounts.
14

15 c. Provide access and control to the Receiver to all real and personal
16 property and other physical facilities relating to the Receivership Estate.

17 d. Nothing herein is intended to, nor is to be construed to, require
18 CWNEVADA to turn over documents protected from disclosure by either the attorney-client
19 privilege or the attorney work product privilege.

20 11. Immediately upon the filing of the Receiver's undertaking and oath, the
21 Receiver shall immediately have the following powers and legal responsibilities, which it
22 may exercise in its business judgment, working with the Management Agent as appropriate:

23 a. The Receiver is authorized to exclude CWNEVADA and any affiliates,
24 members, principals, agents, attorneys, employees or representatives thereof, or anyone
25 claiming under any of them, from the Receivership Estate;

26 b. The Receiver is authorized to take physical custody and possession of,
27 and CWNEVADA shall assist the Receiver in taking physical custody and possession of, all
28

1 the real and personal property and other facilities, furniture, fixtures and equipment
2 constituting the Receivership Estate;

3 c. The Receiver is authorized to continue to operate, care for, preserve,
4 maintain and collect profits generated by, and sell the Receivership Estate in a manner
5 necessary to preserve its overall value and shall incur the expenses necessary in such
6 operation, care, preservation, maintenance, collection and sale of the Receivership Estate, all
7 without further order of this Court; that monies coming into the possession of the Receiver
8 pursuant hereto and not expended for any of the purposes herein authorized shall be held by
9 the Receiver, subject to such orders as this Court may hereinafter issue as to its disposition;
10

11 d. The Receiver is authorized to determine, in its discretion, how best to
12 use, operate, manage, control, market and sell the Receivership Estate;

13 e. The Receiver is authorized to purchase materials, supplies, and
14 services and to pay therefor at ordinary and usual rates and prices out of funds that shall come
15 into its possession as Receiver, and to compromise debts of the Receivership Estate, and as
16 Receiver to do all things and to incur the risks and obligations ordinarily incurred by owners,
17 managers, and operators of similar businesses and that no such risk or obligation so incurred
18 shall be the personal risk or obligation of the Receiver but shall be a risk or obligation of the
19 Receivership Estate. No funds of the Receivership Estate may be expended without the
20 authorization of the Receiver and the Receiver may impose whatever safeguards it deems
21 necessary to ensure every expenditure is properly authorized;

22 f. By virtue of its appointment, the Receiver shall have the authority to,
23 in its sole and absolute discretion, employ other or additional agents and employees, as
24 necessary to preserve, protect, maintain, manage and sell the Receivership Estate and to pay
25 each of the foregoing, at ordinary and usual rates and prices, pursuant to appropriate
26 contracts, or otherwise, out of funds that come into its possession as Receiver without seeking
27 the Court's consent for such employment;
28

1 g. The Receiver is authorized to review, analyze, account for and approve
2 the Receivership Estate's expenses, payments, transfers, withdrawals, and distributions
3 (collectively "Payments") to ensure that all such Payments are proper and made in the
4 ordinary course of business. In addition, the Receiver shall have the authority to write checks
5 for the purpose of making any payments required or permitted to be made hereunder,
6 including, without limitation, expenses on account of bank service charges, commissions,
7 marketing and sale costs, dues and publications, insurance, maintenance, accounting and
8 other professional services, postage costs and courier or other delivery costs, interest,
9 inventory, office expenses, rent or other payment arising under a lease or rental agreement,
10 repairs and maintenance, supplies, taxes, utilities and telephone expenses, wages and
11 premiums. The Receiver may open any/all operating or security accounts deemed necessary
12 for the estate and transfer any/all funds from estate accounts to these receivership accounts
13 and operate out of these receivership accounts, if deemed necessary and appropriate, in order
14 to preserve and protect the estate and in order to be able to supply reviewed and reconciled
15 financials;
16

17 h. The Receiver is authorized to take all proper actions related to the
18 (i) collection of accounts receivable and other amounts owed in respect of the Receivership
19 Estate, (iii) removal from the Receivership Estate of persons not entitled to entry thereon,
20 (iv) securement and protection of the Receivership Estate;

21 i. The Receiver may hire, employ, retain, terminate, and otherwise obtain
22 the advice and assistance of United AMS, LLC, a Nevada limited liability company ("United
23 AMS") and such legal counsel, accounting and other professionals, including a Management
24 Agent and/or cannabis compliance consultants and licensed or licensable operators of a
25 Nevada cannabis business, as may be reasonably necessary to the proper discharge of the
26 Receiver's duties (and to pay such professionals' reasonable fees, including those fees
27 reasonably incurred prior to Dotan Y. Melech's appointment as Receiver), without further
28 order of the Court;

1 j. The Receiver is authorized to receive proceeds and profits from any
2 ordinary course of business sale of Receivership Estate property; and to deposit and hold such
3 funds in one or more interest-bearing accounts as deemed appropriate;

4 k. The Receiver may hire, employ, retain, and terminate consultants,
5 operating companies and/or other professionals, management, brokers, auctioneers and any
6 other personnel or employees which the Receiver deems necessary to assist it in the discharge
7 of his duties, to whom the Receiver may delegate operational responsibilities for the
8 Receivership Estate, subject to applicable laws, as set forth in this order and, at the Receiver's
9 election, pay any federal, state, and local payroll and other taxes due in connection with
10 employees and operations of the Receiver and Receivership Estate, provided, however, that
11 no contract shall extend beyond the termination of the receivership unless authorized by the
12 Court;

13
14 l. The Receiver shall immediately disclose to all parties any financial
15 relationship between the Receiver and any person or entity hired to assist in the management
16 or sale of all or any portion of the Receivership Estate;

17 m. The Receiver is authorized to immediately acquire from CWNEVADA
18 and all of its affiliates, members, principals, employees, agents or officers, all passwords,
19 system access and/or alarm codes, keys, keycards, and similar items relating to the
20 Receivership Estate;

21 n. The Receiver may communicate, directly or indirectly, with any
22 person, firm or entity, including without limitation, any representative of CWNEVADA;

23 o. The Receiver may take any and all steps necessary to retrieve, collect
24 and review all mail addressed to CWNEVADA or related entities or individuals at the
25 Receivership Estate and the Receiver is authorized to instruct the United States Postmaster to
26 reroute, hold and/or release said mail to the Receiver. The Receiver shall redirect mail
27 determined (whether before or after opening) to be of a personal nature, not involving the
28 business activities of CWNEVADA conducted at the Receivership Estate, to the person to

1 whom the mail was intended to be delivered (if the Receiver knows the forwarding address of
2 said person) or shall return such mail to the sender;

3 p. The Receiver shall have all the powers, duties and authority that the
4 Receiver believes may be necessary or appropriate to secure, operate, manage, and control the
5 Receivership Estate and/or to protect, preserve and maximize the value of the Receivership
6 Estate; provided, however, that no such risk or obligation shall be the personal risk or
7 obligation of the Receiver, but shall be solely the risk and obligation of the receivership; and
8

9 q. The Receiver may, after expending the necessary funds to operate the
10 business of the Receivership Estate and paying all reasonable and necessary costs and
11 expenses associated with such operation, maintain any remaining funds for distribution to
12 creditors and such other party or non-party as may be legally entitled to receive such funds in
13 accordance with the requirements of NRS 107A.310; and may distribute such funds from
14 time to time upon further order of this Court.

15 12. The Receiver may, to the extent necessary, conduct an inventory of all
16 property of the Receivership Estate and to provide a report of the same to the Court and
17 parties herein.

18 13. The Receiver is authorized to charge the fees set forth in the Fee Schedule
19 attached to this Order as **Exhibit 1** and shall charge the fees set forth in Exhibit 1 for United
20 AMS' personnel's services. The Receiver shall primarily use the services of United AMS
21 personnel to manage the Receivership Estate, to the extent permitted under applicable law, at
22 hourly rates, pursuant to the fee schedule attached hereto as Exhibit 1, unless an outside
23 vendor is deemed appropriate. The Receiver shall prepare a report that includes a statement
24 reflecting the Receiver's fees and expenses incurred during the Receiver's appointment in the
25 operation and administration of the Receivership Estate, as well as the fees and expenses of
26 any attorneys, accountants, or other professionals/third-parties employed by the Receiver
27 ("Interim Receiver Report").
28

1 14. Upon completion of an Interim Receiver Report and ten days after mailing the
2 report to the parties' respective attorneys of record (or via e-mail, at counsel's request) or any
3 other designated person or agent, the Receiver shall be paid from Receivership Estate funds,
4 if any, the amount of the invoice as per the Interim Receiver Report. Payment of the
5 Receiver's fees and administrative expenses shall be submitted to the Court for final approval
6 and confirmation.

7 15. The Receiver shall have the power to establish accounts at a bank or other
8 institution as the Receiver may determine are necessary for the Receivership Estate for the
9 purpose of securing and depositing the funds of the Receivership Estate collected by the
10 Receiver, and the Receiver shall have the authority to write checks on such accounts for the
11 purpose of making any payments required or permitted to be made hereunder by the
12 Receivership Estate, and the Receiver shall receive the federal tax identification number from
13 CWNEVADA or its agents to provide to the bank so as to establish such an account.

14 16. The Receiver is authorized and empowered to take possession of all bank
15 accounts of CWNEVADA and all cash or other liquid funds wherever located, and may
16 secure all money on deposit in said accounts immediately upon appointment. The receipt by
17 the Receiver for said funds shall discharge said bank from further responsibility for
18 accounting to said account holder for funds as to which the Receiver shall give his receipt.

19 17. The Receiver may use any federal taxpayer identification numbers of
20 CWNEVADA relating to the Receivership Estate for any lawful purpose.

21 18. The Receiver shall determine upon taking possession of the Receivership
22 Estate whether in the Receiver's judgment there is sufficient insurance coverage. If coverage
23 is in place, CWNEVADA, and its members, principals, agents and employees, may not
24 cancel policies or coverages for the said estate and must turn over all information regarding
25 any/all coverages immediately. If sufficient insurance coverage does not exist, the Receiver
26 shall immediately notify interested parties and advise the Court of any need to procure
27 sufficient insurance for the Receivership Estate; provided, however, that if the Receiver does
28

1 not have sufficient funds to do so, the Receiver shall seek instructions from the Court with
2 regard to whether insurance shall be obtained and how it is to be paid for. The Receiver shall
3 name himself and United AMS as an additional insured and as loss payees for any insurance
4 policies that the Receiver takes over from CWNEVADA. If consistent with existing law, the
5 Receiver shall not be responsible for claims arising from the lack of procurement or inability
6 to obtain insurance. The parties and their agents and representatives are prohibited from
7 canceling, reducing or modifying any and all insurance coverage currently in existence with
8 respect to the Receivership Estate.

9
10 19. The Receiver shall, as necessary and appropriate, notify all local, state and
11 federal governmental agencies, all vendors and suppliers, known creditors, and any and all
12 others who provide goods or services to the Receivership Estate of its appointment as
13 temporary Receiver.

14 20. No landlord or lessor may terminate any lease or commence or continue any
15 eviction related actions connected with the Receivership Estate without prior order of this
16 Court. With the exception of the 4Front Matter and the Continued Hearing, all pending court
17 actions and litigation activity brought by or against CWNEVADA shall be temporarily stayed
18 during the Receiver's temporary appointment. No utility may terminate service to the
19 Receivership Estate as a result of non-payment of pre-receivership obligations without prior
20 order of this Court. No insurance company may cancel their existing current-paid policy as a
21 result of the appointment of the Receiver. And the Department of Taxation and any other
22 state, county, city, or other jurisdiction in Nevada may not cancel any license, permit, or other
23 governmental approval previously issued to CWNEVADA as a result of the appointment of
24 the Receiver.

25 21. The Receiver and/or Management Agent, as appropriate, may apply for, obtain
26 and pay any reasonable fees for any lawful license, permit or other governmental approval
27 relating to the Receivership Estate or the operation thereof; confirm the existence of and, to
28 the extent permitted by law, exercise the privileges of any existing license, permit or

1 governmental approval; and do all things necessary to protect and maintain those licenses,
2 permits and approvals. No governmental agency or entity may terminate, revoke or fail to
3 renew any licenses, permits, or governmental approvals necessary for the operation of the
4 business of the Receivership Estate or otherwise take any action to require the business of the
5 Receivership Estate to cease or desist as a result of appointment of the Receiver or the
6 carrying out of the duties of the Receiver without prior order of this Court.

7
8 22. The Receiver is acting solely in its capacity as a court-appointed Receiver and
9 the debts of the Receiver are solely the debts of the Receivership Estate. In no event shall the
10 Receiver or United AMS and its personnel have any personal liability or obligation for the
11 proper debts of the Receiver and/or the Receivership Estate.

12 23. If the Receiver receives notice that a bankruptcy has been filed and part of the
13 bankruptcy estate includes property that is the subject of this Order, the Receiver may file
14 appropriate motions with the bankruptcy court to remain in possession of such property
15 during the pendency of the bankruptcy. Upon receiving notice of bankruptcy as set forth
16 above, the Receiver's authority to preserve the property at issue shall be limited as follows
17 until further instruction from the bankruptcy court:

- 18 a. The Receiver may continue to collect income;
- 19 b. The Receiver may make only those disbursements necessary to
20 preserve and protect the Receivership Estate, to pay taxes on the Receivership Estate;
- 21 c. The Receiver shall not execute any contracts, except those which the
22 Receiver deems necessary to assist it in the discharge of its duties under this Paragraph 23;
23 and
- 24 d. The Receiver shall do nothing that would affect a material change in
25 the circumstances of the Receivership Estate. The Receiver may petition the court to retain
26 legal counsel to assist the Receiver with issues arising out of the bankruptcy proceedings that
27 affect the receivership.
28

1 24. In addition to the powers hereinabove set forth, the Receiver is hereby vested
2 during its appointment with all powers, authorities, and rights possessed by the officers,
3 directors, managers, and general and limited partners of CWNEVADA under applicable law.
4 In this, the powers of any officers, directors, managers, and general and limited partners of
5 CWNEVADA are hereby suspended and such persons shall have no authority with respect to
6 the Receivership Estate except which may hereinafter be granted by future order of the Court.

7 25. The Receiver shall be authorized to borrow money, if necessary to perform its
8 duties during appointment, without further order of the Court and to issue Receiver's
9 Certificates of Indebtedness ("Certificates") to evidence such borrowings, a form of which is
10 attached hereto as **Exhibit 2**. With respect to such borrowings:

11 a. The principal and interest evidenced by the Certificates shall be a first
12 and prior lien and security interest upon the Receivership Estate. The lien of each Certificate
13 shall be prior and superior to the rights, titles and interests in the Receivership Estate of all
14 parties to this action and creditors of CWNEVADA. The lien of each Certificate shall be
15 prior and superior to the interest or lien of all judgment holders, mechanics' lien claimants,
16 partners, members, shareholders, and creditors of CWNEVADA; and

17 b. Nothing herein shall obligate any party to advance all or any part of the
18 borrowings authorized herein.

19 26. CWNEVADA and its agents, servants, members, principals, officers,
20 affiliates, employees, representatives, and all other persons and entities who are successors in
21 interest to or who are acting in concert or participating with them, or any of them are hereby
22 restrained and enjoined from engaging in or performing, directly or indirectly, any of the
23 following acts:

24 a. Retaining possession of the Receivership Estate or any other portion of
25 the Receivership Estate as to which the Receiver has requested turn over;

26 b. Expending, disbursing, transferring, assigning, selling, conveying,
27 devising, pledging, mortgaging, creating a security interest in, encumbering, concealing or in
28

1 any manner whatsoever dealing in or disposing of the whole or any part of the assets of the
2 Receivership Estate, including, but not limited to, any contract or other agreement concerning
3 the Receivership Estate, without the written consent of the Receiver or the Court first
4 obtained;

5 c. Demanding, collecting, receiving, expending, disposing, assigning,
6 secreting or in any other way diverting, using or making unavailable to the Receiver the
7 assets of the Receivership Estate or any of the rents, issues or profits thereof;

8 d. Doing any act which will, or which will tend to, impair, defeat, divert,
9 prevent or prejudice the preservation of the Receivership Estate or creditor's interest therein,
10 in whatever form the interest is held or used as of this date, pending further proceedings in
11 this action;

12 e. Destroying, altering, concealing, transferring or failing to preserve any
13 document and other record (including records maintained in electronic form) which
14 evidences, reflects or pertains to CWNEVADA, (ii) relating to the factual basis of the above
15 captioned lawsuit or any other actual or anticipated lawsuit involving CWNEVADA, or (iii)
16 CWNEVADA's disposition of the Receivership Estate, or any part thereof; and

17 f. Interfering in any manner with the operation of the Receivership Estate
18 or the Receiver's possession thereof, including, without limitation, interfering with the
19 Receiver's efforts to secure the Receivership Estate or otherwise interfering with the
20 management, preservation, protection, maintenance, operation, removing funds from estate
21 accounts, and control of the Receivership Estate.

22
23 27. The Receiver and the parties to this action may petition this Court for
24 instructions in connection with this Order and any further orders which this Court may make.

25 28. The Receiver shall continue in possession of the Receivership Estate until
26 further order of this Court. .

27 29. All persons or entities now in possession of any part of the Receivership Estate
28 must vacate and surrender possession thereof upon the request of the Receiver.

30. Unless otherwise ordered by the Court, the Receiver shall not be responsible for paying any expense of CWNEVADA, or other payables owed to third parties, which payables were due and owing prior to the appointment of the Receiver. However, the Receiver may, in his sole discretion, pay costs and expenses incurred prior to the Receiver's appointment if the Receiver determines that payment of such items is necessary for the preservation, care and maintenance of the Receivership Estate, or otherwise in the best interests of the Receivership Estate.

31. Dotan Y. Melech is acting solely in his capacity as temporary Receiver and no risk, obligation or expense incurred shall be the personal risk, obligation or expense of Dotan Y. Melech or United AMS, but shall be the risk, obligation or expense of the Receivership Estate.

32. No individual or entity may sue the Receiver without first obtaining the permission of this Court.

33. Individuals or entities interested in the Receivership Estate may contact the Receiver directly by and through the following individual:

Dotan Y. Melech
United AMS
8350 West Sahara Ave, Suite 150
Las Vegas, Nevada 89117

IT IS SO ORDERED.

Dated: June 13, 2019


DISTRICT COURT JUDGE

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EXHIBIT 1
FEE SCHEDULE
[See attached]

EXHIBIT “ 1 ”

Fee Schedule¹

Receiver/Partner	\$495.00
Senior Associate	\$395.00
Associate	\$325.00
Accounting and Bookkeeping	\$295.00
Project Coordinator/Analyst	\$175.00
Administrator	\$150.00

¹ Hourly rates shall be subject to adjustment annually when UnitedAMS adjusts its rates generally. UnitedAMS reserves the right to add other categories of consulting Advisors and other staff as it deems necessary to perform the services of this Order.

Policies Relating to Professional Fees and Services

This statement of Policies Relating to Professional Fees and Services ("Policies") describes how United AMS bills for services rendered and expenses incurred in connection with projects.

In order to help us determine the value of services that we render on behalf of our clients, our staff maintains written records of the actual time they spend working for each client in 1/4-hour increments. Billed time includes all time spent on the project and encompasses, but is not limited to, activities such as conferences, telephone calls, discovery of data, drafting of reports and other documents, financial and other analysis, correspondence, negotiations, research, and travel time. Those rendering services are assigned an hourly rate based upon the type of work that they perform and their level of experience and skill. We periodically review our rates and make adjustments as necessary. Although our hourly rates are the most common component of our fees, they are not the only factor that we take into account in determining the value of our services. For example, consideration will be given to the type of services that we have been asked to perform, any special level of skill or expertise required, the size and scope of the matter, any special time constraints imposed, expedited matters, and the results of our efforts.

In addition to our fees for services, our clients are responsible for all out-of-pocket costs that we incur on their behalf. For example, charges for expenses associated with travel, long-distance telephone calls, computerized research services, courier services, fax and other forms of communication, copy services, permit fees, and any other out-of-pocket expenses will be billed to the client. While we may sometimes advance our funds to cover out-of-pocket expenses incurred on behalf of a client, we reserve the right to pass any such expenses on to our clients for payment directly to the person who provided the services. We will make every effort to include the out-of-pocket disbursements that we make on our clients' behalf in their next monthly statement. However, some disbursements, such as telephone charges, are not immediately available to us and, as a result, may not appear on a statement until sometime after the charges were actually incurred.

Our statements for services rendered and costs incurred are sent to our clients on a monthly basis unless other arrangements have been made. All statements are due and payable upon receipt. Any statements not paid in full within fifteen (15) days of the statement date will be assessed a late charge on the unpaid balance at the rate of one and one-half percent (1-1/2%) per month; late charges are due on the first day of each subsequent fifteen-day period. Whether or not the client calls with an inquiry, any dispute as to the accuracy or validity of any billed charges, or requests for adjustment of any costs, expenses, or fees for services billed to the client, must be made in writing to United AMS within fifteen (15) days of the date of the statement containing that cost, expense, or fee for services. If the client does not do so within fifteen (15) days of a billing statement, the statement will be conclusively presumed to be correct. In other words, if the client does not contact us in writing within fifteen (15) days of a billing statement, the client will have irrevocably agreed that the statement is accurate and correct. We reserve the right to withdraw from representation in the matter if timely payment is not received. The client will pay any fees and costs that are incurred by us to collect fees, costs, or expenses from the client, including reasonable attorney's fees.

United AMS may require a non-refundable fee before commencing work. Additionally, we require a client to pay on a monthly basis for time expended by us on the client's project and costs incurred on the client's behalf. The upfront, non-refundable fee is not a retainer and will not be held by United AMS as payment on the final invoice or any other charges incurred.

We are sometimes asked to estimate the service fees and other costs that will be incurred in connection with a particular matter. While we are happy to do that when possible, but it should be understood that any such estimate necessarily incorporates a number of assumptions. There are almost always uncertainties involved in the handling of any project; accordingly, no such estimate is to be interpreted as a guarantee or maximum unless expressly so stated. The actual fees and costs may be more or less than any estimate, and the client will be charged on the basis described above without regard to that estimate. The fees and costs incurred in connection with our services for a client are not contingent upon the successful completion of any project.

The client may discharge us at any time and United AMS may withdraw their services at any time at our discretion. In either such circumstance, 30-days written notice shall be given by the party wishing to withdraw and work will conclude 30-days after written notice is received. If the client shall desire to retain other services, United AMS will be paid in full for all services performed on the project(s).

Nothing in our statements to the client will be construed as a promise or guarantee about the outcome of the client's project. We make no such promises or guarantees. Our comments about the outcome of the client's project, if any, are expressions of opinion only. It is impossible to predict how long a project will take, how much it will cost, or what the resulting outcome may be. Similarly, we do not make any guarantees to the client about the expense of the client's project. We encourage our clients to contact United AMS if they have questions about our billing policies or procedures.

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EXHIBIT 2
Receiver's Certificate of Indebtedness
[See attached]

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6 L. Edward Humphrey, Esq. NSB 9066
Christopher L. Blandford, Esq. NSB 14482
7 **HUMPHREY LAW PLLC**
201 W. Liberty Street, Suite 350
8 Reno, Nevada 89501
9 Tel: 775.420.3500
Fax: 775.683.9917
10 ed@hlawnv.com
11 clb@hlawnv.com
12 *Counsel for Plaintiff, The CIMA Group LLC*

13 **IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
14 **IN AND FOR CLARK COUNTY**
15

16 THE CIMA GROUP LLC, a Colorado
17 limited liability company;

18 Plaintiffs,

19 vs.

20 CWNEVADA, LLC, a Nevada limited
21 liability company; and DOES 1-50,

22 Defendants.
23

Case No.: A-18-773230-B

Dept. No.: 27

**RECEIVER'S CERTIFICATE OF
INDEBTEDNESS**

24 1. This certificate of indebtedness is issued by Dotan Y. Melech (the
25 "Receiver"), not individually, but in its capacity as Receiver of certain assets and interests
26 owned by Defendant.

27 2. This certifies that there is due to _____ from the Receiver
28 the principal sum of \$ _____ together with interest thereon as provided in
Paragraph 3 below, payable (a) upon the sale (by foreclosure or otherwise) or refinance of

1 any or all of the assets of Defendant including but not limited to the real and personal
2 property assets described on Attachment 1 attached hereto (the "Collateral"), or (b) upon the
3 date of the final distribution of the receivership's assets, from liquid assets over and above
4 those necessary to pay debts incurred by the Receiver by reason of his appointment in
5 accordance with the *Order Appointing Temporary Receiver and Temporary Restraining*
6 *Order*, entered on _____, 2019 (the "Order"). If the indebtedness evidenced hereby
7 has not been paid in full before or pursuant to final distribution of the receivership's assets,
8 this certificate shall continue to be a lien on all collateral, real and personal, of the
9 receivership estate distributed in the final distribution of the Receivership estate assets, with
10 such priority as provided in Paragraph 4, below, and the indebtedness evidenced hereby shall
11 be payable from any proceeds generated (a) upon the sale or refinance of the Receivership
12 Estate, from the proceeds thereof or (b) upon collection of rental or other income from the
13 Receivership Estate, from the monies collected thereby, until such indebtedness is paid in
14 full. All payments hereunder shall be applied first to the payment of any accrued and unpaid
15 interest, fees, and costs, and then to the payment of principal. Payment due hereunder shall
16 be made at such place as _____ or its successors or assigns shall direct and upon
17 such payment, such obligee shall, if so requested, surrender this certificate to the person
18 making such payment, marking the same "paid in full," and, if so requested, shall deliver to
19 the person making such payment an instrument in recordable form executed by the obligee
20 hereof, such obligee's successor in interest or such obligee's assign (in which case written
21 assignment hereof in recordable form shall also be delivered), releasing the lien of this
22 certificate on all collateral encumbered hereby.
23

24 3. Interest on the principal sum of this certificate shall accrue from the
25 date that the funds are advanced to or at the direction of the Receiver at the rate of twelve
26 percent (12%) per annum. Interest will be computed on a three hundred sixty (360) day basis
27 and the actual number of days elapsed, compounded monthly.
28

1 4. This certificate shall constitute a lien on all of the Collateral, and shall
2 have priority over all other liens encumbering the Collateral, whether previously existing or
3 hereafter created.

4 5. This certificate is issued under the authority of, and in accordance with,
5 the orders of this Court in the receivership proceeding, including, without limitation the
6 Order.

7 6. This certificate is declared to be a debt of the Receiver, and his
8 successors as Receiver, and the Receiver shall have no personal liability with respect to any
9 of the obligations referred to herein.

10 7. This certificate shall not be obligatory for any purpose until signed by
11 the Receiver.
12

13 Dated:

14 _____
15 Dotan Y. Melech, Receiver
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1 STATE OF _____)

2 COUNTY OF _____)

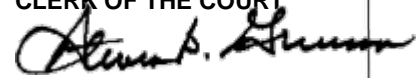
3
4 On _____, before me, _____, a Notary Public,
5 personally appeared Dotan Y. Melech, an individual, who proved to me on the basis of
6 satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
7 instrument and acknowledged to me that he/she/they executed the same in his/her/their
8 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
9 or the entity upon behalf of which the person(s) acted, executed the instrument.

10 I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the
11 foregoing is true and correct.

12 WITNESS my hand and official seal.

13 Signature _____
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EXHIBIT 3



Justin Carley, Esq.
Nevada Bar No. 9994
Bradley Austin, Esq.
Nevada Bar No. 13064
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cbraddock@swlaw.com

Attorneys for 4Front Advisors LLC

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

NUVEDA, LLC, a Nevada Limited Liability
Company; and CWNEVADA LLC, a Nevada
Limited Liability Company,

CASE NO. A-17-755479-C
DEPT. NO. XXXII

Plaintiffs,

**NOTICE OF ENTRY OF ORDER
APPOINTING RECEIVER**

vs.

4FRONT ADVISORS LLC, foreign limited
liability company, DOES I through X and
ROE ENTITIES, II through XX, inclusive;


Defendants.

TO: ALL INTERESTED PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that the attached Order Appointing Receiver was entered on
July 10, 2019.

Dated: July 10, 2019

SNELL & WILMER L.L.P.


Justin Carley, Esq. (Nevada Bar No. 9994)
Bradley Austin, Esq. (Nevada Bar No. 13064)
Cory Braddock, Esq. (Admitted *Pro Hac Vice*)

Attorneys for 4Front Advisors LLC

CERTIFICATE OF SERVICE

I hereby declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On this date, I caused to be served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER APPOINTING RECEIVER** by the method indicated below:

- ☐ **BY HAND:** by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ **BY MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada addressed as set forth below.
- ☐ **BY E-MAIL:** by transmitting via e-mail the document(s) listed above to the e-mail address(es) set forth below.
- ☒ **BY ELECTRONIC SUBMISSION:** submitted to the above-entitled Court for electronic filing and service upon the Court's Service List for the above-referenced case.

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Ryan S. Peterson, Esq.
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5 Las Vegas, NV 89135

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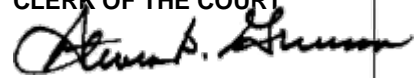
Attorneys for the Receiver Dotan Melech

*Attorneys for Green Pastures Fund, LLC
Series 1 (CWNevada, LLC), Jakal
Investments, LLC, Green Pastures Group,
LLC, Jonathan S. Fenn Revocable Trust, and
Growth Opportunities, LLC*

8 DATED: July 10, 2019

/s/ Ruby Lengsavath
An Employee of Snell & Wilmer L.L.P.

11 4851-8398-2666.1



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Nevada Bar No. 9994
Bradley Austin, Esq.
Nevada Bar No. 13064
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cbraddock@swlaw.com

Attorneys for 4Front Advisors LLC

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

NUVEDA, LLC, a Nevada Limited Liability
Company; and CWNEVADA LLC, a Nevada
Limited Liability Company,

CASE NO. A-17-755479-C
DEPT. NO. XXXII

Plaintiffs,

ORDER APPOINTING RECEIVER

vs.

4FRONT ADVISORS LLC, foreign limited
liability company, DOES I through X and
ROE ENTITIES, II through XX, inclusive;

Defendants.

Having considered (a) 4Front Advisors LLC's ("4Front") February 25, 2019 Application to Appoint Receiver, (b) CWNevada's February 27, 2019 Opposition and March 21, 2019 Supplemental Opposition, (c) Nuveda, LLC's February 27, 2019 Opposition and March 21, 2019 Supplemental Opposition, (d) 4Front's March 28, 2019 Reply, and (e) all joinders and receivership briefing filed by all intervening parties in their intervening papers; and

Having conducted hearings on the Application and considered the arguments of all parties present on February 28, April 4, April 17, and June 14, 2019, including the stipulation of the

1 parties placed on the record during the June 14, 2019 hearing on the Application;

2 And with good cause appearing therefore, this Court **GRANTS** the Application to
3 Appoint Receiver as follows:

4 **IT IS HEREBY ORDERED THAT:**

5 Dotan Y. Melech (“Receiver”) is hereby appointed Receiver over CWNevada LLC and all
6 of its assets including, without limitation, all assets and rights related to any subsidiary and
7 affiliated entities (collectively “CWNevada”) in which CWNevada has an ownership interest,
8 including but not limited to CWNV LLC, with the powers granted by this Order as follows:

9 1. The Receiver shall be the agent of the Court and shall be accountable directly to
10 this Court. This Court hereby asserts exclusive jurisdiction and takes exclusive possession of all
11 assets and property owned by, controlled by, or in the name of CWNevada, including all assets,
12 rights, contracts, monies, securities, inventory, real property, personal property, tangible property
13 and intangible property, of whatever kind and description and wherever situated, including but
14 not limited to the following Nevada marijuana establishment licenses and the businesses and
15 properties associated therewith: 8926 2643 4085 3963 7228; 0918 7693 7133 1267 8064; 1376
16 1794 0956 7505 0382; 3908 4961 6157 3630 3651; and 4358 1723 6737 5350 5053, as well as
17 domain names, website and content, cloud-based storage accounts, all social media accounts and
18 email record hosted by CWNevada and any third parties (all assets are, collectively, the
19 “Receivership Estate”). For all purposes, the Receiver shall, together with one or more
20 Management Agents if necessary and as set forth herein, have the power and authority to take
21 possession of, manage and operate the Receivership Estate. The Receiver shall conduct the duties
22 set forth herein and in doing so shall, together with one or more Management Agent[s] (if
23 necessary), care for, manage, preserve, protect, sell, operate and collect the revenues generated by
24 CWNevada’s business operations and the Receivership Estate in its reasonable business judgment
25 as is most beneficial to CWNevada’s creditors and as instructed by the Court, consistent with the
26 laws of Nevada, including the marijuana regulations of the Department of Taxation and the
27 statutes of Nevada.
28

2. If required by any state or local government body, or if deemed advisable in the Receiver's business judgment, the Receiver shall promptly engage the services of one or more "Management Agent[s]" to operate the aspects of the Receivership Estate that are subject to the Nevada marijuana laws and the marijuana regulations of the Department of Taxation or any other state or local governmental or regulatory body, including cultivation, production, and dispensary operations, that may be necessary or advisable to comply with all Nevada laws and regulations relating to marijuana establishment licenses. The engagement of any Management Agent[s] is subject to Court approval. Neither the Receiver and/or the Management Agent shall take any action that either believes could jeopardize CWNevada's marijuana establishment licenses, without Court approval. The Receiver's powers and duties set forth herein shall include, as advisable and/or necessary to comply with Nevada law, utilizing the services of the Management Agent[s], under the Receiver's supervision and control, to comply with Nevada marijuana laws and regulations, including by utilizing the Management Agent[s] to:

a. Negotiate, execute, perform, extend, re-negotiate, amend, or modify any contracts or obligations, to the extent any such contract or agreement is necessary for CWNevada to maintain the status and resources required of it under Nevada law to remain eligible for its marijuana establishment licenses in accordance with the Department of Taxation regulations and Nevada statutes;

b. Hire, manage, and terminate the employment of any employee, contractor, or agent to the extent such action is necessary for CWNevada to maintain CWNevada's marijuana establishment licenses; and

c. Interact as authorized Management Agent[s] for CWNevada with any governmental entity, agency department, employee, agent or inspector in connection with obtaining any approvals, certificates, licenses, rights of occupancy or use, zoning approval, variances, special use permits, permits or rights or approvals required by Nevada law for CWNevada to remain eligible for its marijuana establishment licenses and any approvals to operate such establishments.

3. In addition to other duties set forth herein, Management Agent[s] shall:

1 a. Obtain and be authorized to obtain all required agent cards for all necessary
2 employees or agents of CWNevada and, to the extent required by Nevada law, for the
3 Receiver and its personnel; and

4 b. Interface with the Department of Taxation and any other relevant State and
5 local governmental agencies or bodies on behalf of CWNevada.

6 4. The Receiver is authorized to perform a review and accounting of all of
7 CWNevada's assets, holdings, and interests, and may, but shall not be required to, apply to the
8 Court on an order shortening time with notice to all parties to amend this Order as necessary to
9 provide the Receiver with the authority to act on behalf of the Receivership Estate and/or to
10 identify and include any asset or entity that belongs to the Receivership Estate. The Receiver is
11 empowered to use any and all lawful means to identify and secure the assets, rights, holdings and
12 interests of the Receivership Estate.

13 5. The Receiver may contact any party it reasonably believes to be an account debtor
14 of CWNevada and arrange for direct payment of the obligations due from account debtors to the
15 Receiver. The Receiver is further empowered to commence a lawsuit against an account debtor
16 or defend any lawsuit brought by an account debtor.

17 6. In conjunction with any Management Agent[s], the Receiver may liquidate any
18 and all assets of CWNevada, including any assets held on its behalf by entities and persons
19 including but not limited to any affiliates, subsidiaries, agents, officers, directors, members,
20 managers, employees, persons, and businesses in the Receivership Estate, or that are later added
21 as set forth in Paragraph 4 above. In the event the Receiver determines that the liquidation or sale
22 of assets within the Receivership Estate, other than within the ordinary course of business of
23 CWNevada (the sale of CWNevada's products and inventory) is in the best interest of the
24 Receivership Estate, the Receiver shall provide notice to all parties who have appeared in this
25 action with the opportunity to object, and any such sale is subject to Court review and approval
26 and, if necessary, the State of Nevada.

27 7. The Receiver shall serve without bond.
28

1 8. Immediately upon the filing of the Receiver's oath, the Receiver in its business
2 judgment may direct and, if so directed, CWNevada and/or any of its officers, directors,
3 managers, and members shall:

4 a. Turn over and surrender to the Receiver all assets of and income from the
5 Receivership Estate currently held by CWNevada or any of its officers, directors, managers,
6 affiliates, employees, members, principals, agents, representatives or others;

7 b. Turn over and surrender to the Receiver all property of the Receivership
8 Estate, including (without limitation): (i) all monies accountable to the proceeds, revenues, issues
9 and profits of the Receivership Estate, now in the possession, custody or control of CWNevada
10 and its affiliates, agents, members, principals, representatives or others; (ii) all records,
11 statements, copies of checks, bills, invoices and other data from all bank accounts maintained by
12 CWNevada in connection with the Receivership Estate, including but not limited to all accounts
13 maintained at any bank, credit union, brokerage firm, or any financial institution, any other
14 accounts where the funds relating to the Receivership Estate were transferred or deposited, and all
15 other records, books of account, ledgers, business records, expense accounts and all documents
16 and records (including records maintained in electronic form) pertaining to the operation,
17 maintenance and control of the Receivership Estate (collectively, the "Books and Records"),
18 whether in the possession and control of CWNevada or in the possession and control of affiliates,
19 agents, members, managers, representatives, principals, servants, or employees of CWNevada or
20 others, provided, however, that said Books and Records shall be made available for the use of
21 CWNevada upon reasonable notice in the normal course of the performance of its duties, as
22 necessary; (iii) all keys relating to the Receivership Estate, (iv) all computer systems, servers,
23 and/or software, including any cloud storage or cloud/remote based programs, intellectual
24 property rights, and websites (with all associated system access information, passwords, alarm
25 codes, keycards, software, or similar items) that may be used in connection with the Receivership
26 Estate, wherever located in and whatever mode maintained; (v) all documents and rights that
27 constitute or pertain to insurance policies, whether currently in effect or lapsed which relate to the
28 Receivership Estate; (vi) all contracts, leases and subleases, royalty agreements, licenses,

assignments or other agreements of any kind whatsoever, whether currently in effect or lapsed, which relate to any interest in the Receivership Estate; (vii) all income and monies derived from the Receivership Estate wherever, whenever, and however deposited, stored, secured, and/or maintained; (viii) all mail relating to the Receivership Estate; (ix) all keys, passwords, and combinations for all safes and locks relating to or located on any property or premises associated with the Receivership Estate; and (x) all credit card terminals and merchant accounts.

c. Provide access and control to the Receiver to all real property, personal property, intangible property, and any other physical facilities relating to the Receivership Estate.

d. The Receiver is the holder of all privileges held by CWNevada including without limitation, the attorney-client privilege and the attorney work product privilege.

9. Immediately upon the filing of the Receiver's oath, the Receiver shall immediately have the following powers and legal responsibilities, which it may exercise in its business judgment, working with the Management Agent[s] as appropriate:

a. The Receiver is authorized to exclude CWNevada and any affiliates, members, managers, principals, agents, attorneys, employees or representatives thereof, or anyone claiming under any of them, from operating or managing the Receivership Estate, or being present at any location within the Receivership Estate;

b. The Receiver is authorized to take physical custody and possession of, and CWNevada shall assist the Receiver in taking physical custody and possession of, all the real property and personal property, whether tangible or intangible, and other facilities, furniture, fixtures and equipment constituting the Receivership Estate;

c. The Receiver is authorized to continue to operate, care for, preserve, maintain and collect revenue generated by, and sell the Receivership Estate in the normal course of business in a manner necessary to preserve its overall value and shall incur the expenses necessary in such operation, care, preservation, maintenance, collection and sale of the Receivership Estate, all without further order of this Court; that monies coming into the possession of the Receiver pursuant hereto and not expended for any of the purposes herein

1 authorized shall be held by the Receiver, subject to such orders as this Court may hereinafter
2 issue as to its disposition;

3 d. The Receiver is authorized to determine, in its discretion, how best to use,
4 operate, manage, control, market and sell the Receivership Estate, so long as any sale of the
5 Receivership Estate outside of CWNevada's normal course of business must be approved by the
6 Court;

7 e. The Receiver is authorized to purchase materials, supplies, and services
8 and to pay therefor at ordinary and usual rates and prices out of funds that shall come into its
9 possession as Receiver, and to compromise debts of the Receivership Estate, and as Receiver to
10 do all things and to incur the risks and obligations ordinarily incurred by owners, managers, and
11 operators of similar businesses and that no such risk or obligation so incurred shall be the
12 personal risk or obligation of the Receiver but shall be a risk or obligation of the Receivership
13 Estate. No funds of the Receivership Estate may be expended without the authorization of the
14 Receiver and the Receiver may impose whatever safeguards it deems necessary to ensure every
15 expenditure is properly authorized;

16 f. By virtue of its appointment, the Receiver shall have the authority to, in its
17 sole and absolute discretion, terminate or reject any contracts or agreements relating to the
18 Receivership Estate. The Receiver may employ other or additional agents and employees, as
19 necessary to preserve, protect, maintain, manage and sell the Receivership Estate and to pay each
20 of the foregoing, at ordinary and usual rates and prices, pursuant to appropriate contracts, or
21 otherwise, out of funds that come into its possession as Receiver without seeking the Court's
22 consent for such employment;

23 g. The Receiver is authorized to review, analyze, account for and approve the
24 Receivership Estate's expenses, payments, transfers, withdrawals, and distributions (collectively
25 "Payments") to ensure that all such Payments are proper and made in the ordinary course of
26 business. In addition, the Receiver shall have the authority to write checks for the purpose of
27 making any payments required or permitted to be made hereunder, including, without limitation,
28 expenses on account of bank service charges, commissions, marketing and sale costs, dues and

1 publications, insurance, maintenance, accounting and other professional services, postage costs
2 and courier or other delivery costs, interest, inventory, office expenses, rent or other payment
3 arising under a lease or rental agreement, repairs and maintenance, supplies, taxes, utilities and
4 telephone expenses, wages and premiums. The Receiver may open any/all operating or security
5 accounts deemed necessary for the estate and transfer any/all funds from estate accounts to these
6 receivership accounts and operate out of these receivership accounts, if deemed necessary and
7 appropriate, in order to preserve and protect the estate and in order to be able to supply reviewed
8 and reconciled financials;

9 h. The Receiver is authorized to take all proper actions related to the (i)
10 marketing and sale of all or any portion of the Receivership Estate in the normal course of
11 business, (ii) collection of accounts receivable and other amounts owed in respect of the
12 Receivership Estate, (iii) removal from the Receivership Estate of persons not entitled to entry
13 thereon, (iv) securement and protection of the Receivership Estate, (v) damage caused to the
14 Receivership Estate, (vi) recovery of possession of the Receivership Estate, and (vii) initiation or
15 prosecution of any claims or litigation for the benefit of the Receivership Estate;

16 i. The Receiver may hire, employ, retain, terminate, and otherwise obtain the
17 advice and assistance of United AMS, LLC, a Nevada limited liability company ("United AMS")
18 and such legal counsel, accounting and other professionals, including a Management Agent[s]
19 and/or cannabis compliance consultants and licensed or licensable operators of a Nevada cannabis
20 business, as may be reasonably necessary to the proper discharge of the Receiver's duties (and to
21 pay such professionals' reasonable fees, including those fees reasonably incurred prior to Dotan
22 Y. Melech's appointment as Receiver), without further order of the Court;

23 j. The Receiver is authorized to receive proceeds and profits from any sale,
24 use, transfer or disposition of the Receivership Estate; and to deposit and hold such funds in one
25 or more interest-bearing accounts as deemed appropriate;

26 k. The Receiver may hire, employ, retain, and terminate consultants,
27 operating companies and/or other professionals, management, brokers, auctioneers and any other
28 personnel or employees which the Receiver deems necessary to assist it in the discharge of his

1 duties, to whom the Receiver may delegate operational responsibilities for the Receivership
2 Estate, subject to applicable regulations and laws, as set forth in this Order and, at the Receiver's
3 election, pay any federal, state, and local payroll and other taxes due in connection with
4 employees and operations of the Receiver and Receivership Estate, provided, however, that no
5 contract shall extend beyond the termination of the receivership unless authorized by the Court;

6 l. The Receiver shall immediately disclose to all parties any financial
7 relationship between the Receiver and any person or entity hired to assist in the management or
8 sale of all or any portion of the Receivership Estate;

9 m. The Receiver is authorized to immediately acquire from CWNevada and all
10 of its affiliates, members, managers, principals, employees, agents or officers, all keys,
11 passwords, system access and/or alarm codes, locks, keycards, and similar items relating to the
12 Receivership Estate, and may change any and all of the foregoing;

13 n. The Receiver may, in its sole and absolute discretion, continue in effect
14 and/or assume any contracts, agreements, leases, letters of credit and all other instruments
15 presently existing and not in default relating to the Receivership Estate;

16 o. The Receiver may enter into and modify contracts related to the normal
17 course of business for the sale of all or any portion of the Receivership Estate with any other
18 liquidation or sale of the Receivership Estate assets, including licenses, being completed only
19 subject to prior notice and Court and State of Nevada approval (as necessary);

20 p. The Receiver may communicate, directly or indirectly, with any person,
21 firm or entity, including without limitation, any representative of CWNevada;

22 q. The Receiver may take any and all steps necessary to retrieve, collect and
23 review all mail and/or e-mail addressed to CWNevada or related entities or individuals at the
24 Receivership Estate and the Receiver is authorized to instruct the United States Postmaster to
25 reroute, hold and/or release said mail to the Receiver. The Receiver shall redirect mail
26 determined (whether before or after opening) to be of a personal nature, not involving the
27 business activities of CWNevada conducted at the Receivership Estate, to the person to whom the
28

1 mail was intended to be delivered (if the Receiver knows the forwarding address of said person)
2 or shall return such mail to the sender;

3 r. The Receiver shall have all the powers, duties and authority that the
4 Receiver believes may be necessary or appropriate to secure, operate, manage, control and sell the
5 Receivership Estate and/or to protect, preserve and maximize the value of the Receivership Estate
6 and/or to do any other acts and incur any of the risks and obligations ordinarily taken or incurred
7 by an owner of property similar to the property at issue in the normal course of business;
8 provided, however, that no such risk or obligation shall be the personal risk or obligation of the
9 Receiver, but shall be solely the risk and obligation of the Receivership Estate; and

10 s. The Receiver may, after expending the necessary funds to operate the
11 business of the Receivership Estate and paying all reasonable and necessary costs and expenses
12 associated with such operation, maintain any remaining funds for distribution to creditors and
13 such other party or non-party as may be legally entitled to receive such funds in accordance with
14 Nevada law; and may distribute such funds from time to time upon further order of this Court.

15 10. The Receiver shall, within thirty days of its qualification hereunder, file in this
16 action an inventory of all property of which it shall have taken possession pursuant hereto,
17 including, without limitation, the identity of all written or non-written contracts (whether for sale
18 or otherwise), options, insurance policies, fixtures or personal property. The Receiver may
19 thereafter, to the extent necessary, conduct periodic inventories of all property of the Receivership
20 Estate of which he shall have taken possession pursuant to this Order, and to provide counsel
21 herein with regular and material updates.

22 11. Upon entering into an agreement for sale or transfer of any material asset or
23 property in the Receivership Estate outside the sale of CWNevada's products and inventory in the
24 normal course of business, the Receiver shall file a Motion with the Court, giving at least thirty
25 days' notice to all parties, setting forth the details of the proposed sale and seeking the Court's
26 approval for said sale. This shall be done for each proposed sale of any asset of CWNevada in
27 the possession or control of the Receiver outside of the ordinary course of business.
28

1 12. The Receiver shall prepare monthly operating reports which shall include a
2 statement reflecting the Receiver's fees and expenses incurred for said period in the operation and
3 administration of the Receivership Estate, as well as the fees and expenses of any attorneys,
4 accountants, Management Agent[s] or other professionals employed by the Receiver ("Interim
5 Receiver Report"). The Receiver shall charge the fees set forth in the Fee Schedule attached to
6 this Order as Exhibit 1 and shall charge the fees set forth in Exhibit 1 for United AMS'
7 personnel's services. The Receiver shall primarily use the services of United AMS personnel to
8 manage the Receivership Estate, to the extent permitted under applicable law, at hourly rates,
9 pursuant to the fee schedule attached hereto as Exhibit 1, unless an outside vendor is deemed
10 appropriate.

11 13. Upon completion of an Interim Receiver Report and ten days after mailing the
12 report to the parties' respective attorneys of record (or via e-mail, at counsel's request) or any
13 other designated person or agent, the Receiver shall be paid from Receivership Estate funds, if
14 any, the amount of the invoice as per the Interim Receiver Report as set forth herein. Payment of
15 the Receiver's fees and administrative expenses shall be submitted to the Court for final approval
16 and confirmation, in the form of either a noticed interim request for fees, stipulation among the
17 parties, or in monthly interim reports or the Receiver's Final Account and Report.

18 14. The Receiver shall have the power to execute any and all documents (including
19 documents for the sale of any portion of the Receivership Estate in the normal course of business)
20 without a specific court order, to close existing bank accounts, money market accounts, CDs or
21 other financial instruments associated with the Receivership Estate, and shall maintain or
22 establish accounts at such bank as the Receiver may determine are necessary for the Receivership
23 Estate for the purpose of securing and depositing the funds of the Receivership Estate collected
24 by the Receiver, and the Receiver shall have the authority to write checks on such accounts for
25 the purpose of making any payments required or permitted to be made hereunder by the
26 Receivership Estate, and the Receiver shall receive the federal tax identification number from
27 CWNevada or its agents to provide to the bank so as to establish such an account. The Receiver
28 may also employ a bank or other financial institution, or any other bank of the Receiver's choice,

1 to establish a payroll service. The Receiver may also employee a third party certified accountant
2 to reconcile and review monthly financials.

3 15. The Receiver is authorized and empowered to take possession of all bank accounts
4 of CWNevada and all cash or other liquid funds, accounts and chattel paper wherever located, and
5 shall receive possession of any money on deposit in said bank accounts immediately upon
6 appointment. The Receiver is empowered to take possession of all credit card terminals and
7 related merchant accounts. The receipt by the Receiver for said funds shall discharge said bank
8 from further responsibility for accounting to said account holder for funds as to which the
9 Receiver shall give his receipt.

10 16. The Receiver may use any federal taxpayer identification numbers of CWNevada
11 relating to the Receivership Estate for any lawful purpose.

12 17. The Receiver shall determine upon taking possession of the Receivership Estate
13 whether in the Receiver's judgment there is sufficient insurance coverage. If coverage is in place,
14 CWNevada, and its members, principals, agents and employees, may not cancel policies or
15 coverages for the said estate and must turn over all information regarding any/all coverages
16 immediately. If sufficient insurance coverage does not exist, the Receiver shall immediately
17 notify interested parties and advise the Court of any need to procure sufficient insurance for the
18 Receivership Estate; provided, however, that if the Receiver does not have sufficient funds to do
19 so, the Receiver shall seek instructions from the Court with regard to whether insurance shall be
20 obtained and how it is to be paid for. The Receiver shall name himself and United AMS as an
21 additional insured for any insurance policies that the Receiver procures or takes over from
22 CWNevada. CWNevada shall immediately name the Receiver as named insured and United
23 AMS as additional insured on the existing insurance policy(ies) for the period that the Receiver
24 shall be in possession of the Receivership Estate. If consistent with existing law, the Receiver
25 shall not be responsible for claims arising from the lack of procurement or inability to obtain
26 insurance. The parties and their agents and representatives are prohibited from canceling,
27 reducing or modifying any and all insurance coverage currently in existence with respect to the
28 Receivership Estate.

1 18. The Receiver shall, as necessary and appropriate, notify all local, state and federal
2 governmental agencies, all vendors and suppliers, known creditors, and any and all others who
3 provide goods or services to the Receivership Estate of its appointment as Receiver.

4 19. All pending or potential court actions and litigation or other adversarial action
5 brought by or against CWNevada shall be stayed from entry of this Order, unless the Court, upon
6 a motion brought by the Receiver or other interested party (providing notice and an opportunity
7 for interested parties to be heard) orders the stay lifted, extended, or otherwise modified upon a
8 showing of good cause (the "Litigation Stay"). Pursuant to the Litigation Stay: (i) no landlord or
9 lessor may terminate any lease or commence or continue any eviction related actions connected
10 with the Receivership Estate without prior order of this Court; (ii) no utility may terminate service
11 to the Receivership Estate as a result of non-payment of pre-receivership obligations without prior
12 order of this Court; (iii) no insurance company may cancel their existing current-paid policy as a
13 result of the appointment of the Receiver; (iv) no individual or entity may sue the Receiver or
14 bring an action with respect to the Receivership Estate without first obtaining the permission of
15 this Court; (v) all civil legal proceedings of any nature, including, but not limited to, bankruptcy
16 proceedings, arbitration proceedings, mediation proceedings, foreclosure actions, default
17 proceedings, or other actions of any nature involving the Receivership Estate are stayed unless the
18 stay is lifted pursuant to this paragraph; (vi) no individual or entity may sue the Receiver or any
19 portion of the Receivership Estate without first obtaining the permission of this Court; and (vii)
20 the Department of Taxation and any other state, county, city, or other jurisdiction in Nevada may
21 not cancel any license, permit, or other governmental approval previously issued to CWNevada as
22 a result of the appointment of the Receiver.

23 20. The Receiver and/or Management Agent[s], as appropriate, may apply for, obtain
24 and pay any reasonable fees for any lawful license, permit or other governmental approval
25 relating to the Receivership Estate or the operation thereof; confirm the existence of and, to the
26 extent permitted by law, exercise the privileges of any existing license, permit or governmental
27 approval; and do all things necessary to protect and maintain those licenses, permits and
28 approvals. No governmental agency or entity may terminate, revoke or fail to renew any licenses,

1 permits, or governmental approvals necessary for the operation of the business of the
2 Receivership Estate or otherwise take any action to require the business of the Receivership
3 Estate to cease or desist as a result of appointment of the Receiver or the carrying out of the duties
4 of the Receiver without prior order of this Court.

5 21. The Receiver and/or Management Agent[s], as appropriate, may apply for, obtain
6 and pay any reasonable fee to apply for any lawful license, permit or other governmental approval
7 relating to new licenses for the cultivation, production, or distribution of marijuana if any such
8 licenses become available from the State of Nevada, Clark County, or Nye County, if the
9 Receiver believes it in its reasonable business judgment that such an application(s) is in the best
10 interest of the Receivership Estate. Submission of any such applications is subject to the Court's
11 prior approval.

12 22. The Receiver is acting solely in its capacity as a court-appointed Receiver and the
13 debts of the Receiver are solely the debts of the Receivership Estate. In no event shall the
14 Receiver or United AMS and its personnel have any personal liability or obligation for the proper
15 debts of the Receiver and/or the Receivership Estate.

16 23. If the Receiver receives notice that a bankruptcy has been filed and part of the
17 bankruptcy estate includes property that is the subject of this Order, the Receiver may file
18 appropriate motions with the bankruptcy court to remain in possession of such property during
19 the pendency of the bankruptcy. Upon receiving notice of bankruptcy as set forth above, the
20 Receiver's authority to preserve the property at issue shall be limited as follows until further
21 instruction from the bankruptcy court:

- 22 a. The Receiver may continue to collect income;
- 23 b. The Receiver may make only those disbursements necessary to preserve
24 and protect the Receivership Estate, to pay taxes on the Receivership Estate;
- 25 c. The Receiver shall not execute any contracts, except those which the
26 Receiver deems necessary to assist it in the discharge of its duties under this Paragraph 22; and
- 27 d. The Receiver shall do nothing that would effect a material change in the
28 circumstances of the Receivership Estate. The Receiver may petition the court to retain legal

1 counsel to assist the Receiver with issues arising out of the bankruptcy proceedings that affect the
2 receivership.

3 24. In addition to the powers hereinabove set forth, the Receiver is hereby vested
4 during its appointment with all powers, authorities, and rights under applicable law possessed by
5 CWNevada and its officers, directors, members, managers, and general and limited partners of
6 CWNevada under applicable law. In this, the powers of any officers, directors, members,
7 managers, and general and limited partners of CWNevada are hereby suspended and such persons
8 shall have no authority with respect to CWNevada or the Receivership Estate, except which may
9 be granted hereafter by future order of the Court.

10 25. The Receiver shall be authorized to borrow money, if necessary, in total amounts
11 and upon such terms as authorized by the Court, to perform its duties during appointment and to
12 issue Receiver's Certificates of Indebtedness ("Certificates") to evidence such borrowings, a form
13 of which is attached hereto as Exhibit 2. With respect to such borrowings:

14 a. To the extent permitted by applicable law, the principal and interest
15 evidenced by the Certificates shall be a first and prior lien and security interest upon the
16 Receivership Estate. The lien of each Certificate shall be prior and superior to the rights, titles
17 and interests in the Receivership Estate of all parties to this action and creditors of CWNevada.
18 The lien of each Certificate shall be prior and superior to the interest or lien of all judgment
19 holders, mechanics' lien claimants, partners, members, managers, officers, directors, shareholders,
20 and creditors of CWNevada; and

21 b. Nothing herein shall obligate any party to advance all or any part of the
22 borrowings authorized herein;

23 26. CWNevada and its agents, servants, members, managers, principals, officers,
24 affiliates, employees, representatives, and all other persons and entities who are successors in
25 interest to or who are acting in concert or participating with them, or any of them are hereby
26 restrained and enjoined from engaging in or performing, directly or indirectly, any of the
27 following acts:
28

1 a. Retaining possession of the Receivership Estate or any other portion of the
2 Receivership Estate, including any assets of the Receivership Estate as to which the Receiver has
3 requested be turned over;

4 b. Expending, disbursing, transferring, assigning, selling, conveying,
5 devising, pledging, mortgaging, creating a security interest in, encumbering, concealing or in any
6 manner whatsoever dealing in or disposing of the whole or any part of the assets of the
7 Receivership Estate, including, but not limited to, any contract or other agreement concerning the
8 Receivership Estate, without the written consent of the Court first obtained;

9 c. Demanding, collecting, receiving, expending, disposing, assigning,
10 secreting or in any other way diverting, using or making unavailable to the Receiver any asset of
11 the Receivership Estate or any of the rents, issues, proceeds, or profits thereof;

12 d. Doing any act which will, or which will tend to, impair, defeat, divert,
13 prevent or prejudice the preservation of the Receivership Estate or creditor's interest therein, in
14 whatever form the interest is held or used as of this date, pending further proceedings in this
15 action;

16 e. Destroying, altering, concealing, transferring or failing to preserve any
17 document and other record (including records maintained in electronic form) which evidences,
18 reflects, relates, or pertains to CWNevada, including (without limitation) the factual basis of any
19 actual or anticipated lawsuit involving CWNevada, or CWNevada's disposition of the
20 Receivership Estate, or any part thereof; and

21 f. Interfering in any manner with the operation of the Receivership Estate or
22 the Receiver's possession thereof, including, without limitation, interfering with the Receiver's
23 efforts to secure the Receivership Estate or otherwise interfering with the management,
24 preservation, protection, maintenance, operation, or control of the Receivership Estate (including
25 but not limited to) removing funds from estate accounts, and/or concealing cash or other funds
26 belonging to the Receivership Estate.

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1 27. The Receiver and the interested parties to the Receivership Estate may petition this
2 Court for instructions in connection with this Order and any further orders which this Court may
3 make.

4 28. The Receiver shall continue in possession of the Receivership Estate until
5 discharged by this Court. The Receiver shall also apply to the Court for a formal discharge and
6 approval of its final accounting no later than sixty days after it relinquishes control of the
7 Receivership Estate or otherwise ordered by the Court. Until such time as the Receiver's final
8 report and accounting has been approved by the Court, or by earlier order of this Court, the
9 Receiver shall not turn over any receivership funds to any party or entity without prior Court
10 order.

11 29. All persons or entities now in possession of any part of the Receivership Estate
12 must vacate and surrender possession thereof upon the request of the Receiver.

13 30. Unless otherwise ordered by the Court, the Receiver shall file tax returns on behalf
14 of CWNevada or the Receivership Estate as required by law.

15 31. Unless otherwise ordered by the Court, the Receiver shall not be responsible for
16 paying any expense of CWNevada, or other payables owed to third parties, which payables were
17 due and owing prior to the appointment of the Receiver. However, the Receiver may, in his sole
18 discretion, pay costs and expenses incurred prior to the Receiver's appointment if the Receiver
19 determines in its business judgment that payment of such items is necessary for the preservation,
20 care and maintenance of the Receivership Estate, or otherwise in the best interests of the
21 Receivership Estate.

22 32. Unless expressly limited herein, the Receiver shall be further granted all powers
23 given to an equity receiver, provided by N.R.S. Chapter 32 and/or common law.

24 33. Dotan Y. Melech is acting solely in his capacity as Receiver and no risk,
25 obligation or expense incurred shall be the personal risk, obligation or expense of Dotan Y.
26 Melech or United AMS, but shall be the risk, obligation or expense of the Receivership Estate.

27 34. No individual or entity may sue the Receiver without first obtaining the permission
28 of this Court.

35. Individuals or entities interested in the Receivership Estate may contact the Receiver directly by and through the following individual:

Dotan Y. Melech
United AMS
8350 West Sahara Ave, Suite 150
Las Vegas, Nevada 89117


IT IS SO ORDERED.

Dated: June ^{July} 9, 2019


DISTRICT COURT JUDGE

ROB BARE
JUDGE, DISTRICT COURT, DEPARTMENT 3

Respectfully submitted:
SNELL & WILMER LLP.


Justin Carley, Esq. (Nevada Bar No. 9994)
Cory Braddock, Esq. (Admitted *Pro Hac Vice*)
3883 Howard Hughes Parkway, Ste. 1100
Las Vegas, Nevada 89169
Attorneys for 4Front Advisors LLC

Dated: June ___, 2019

**COHEN JOHNSON PARKER
EDWARDS**

Steven B. Cohen, Esq.
H. Stan Johnson, Esq.
375 E. Warm Springs Road, #104
Las Vegas, NV 89119

Attorneys for CW Nevada LLC

Dated: June ^{25th} ___, 2019

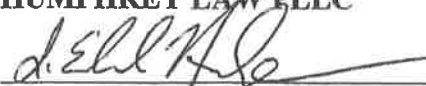
**LEE, HERNANDEZ, LANDRUM &
CARLSON, APC**

David S. Lee, Esq.
Charlene N. Renwick, Esq.
7575 Vegas Drive, Suite 150
Las Vegas, Nevada 89128

Attorneys for Timothy Smits Van Oyen

Dated: June 25, 2019


HUMPHREY LAW PLLC


L. Edward Humphrey, Esq.
140 Washington Street, Suite 210
Reno, Nevada 89503

Attorney for The CIMA Group LLC

Dated: June ___, 2019


GREENBERG TRAURIG, LLP


Mark E. Ferrario, Esq.
Christopher R. Miltenberger, Esq.
10845 Griffith Peak Dr., #600
Las Vegas, NV 89135

*Attorneys for Green Pastures Fund, LLC
Series 1 (CW Nevada, LLC), Jakal
Investments, LLC, Green Pastures Group,
LLC, Jonathan S. Fenn Revocable Trust, and
Growth Opportunities, LLC*

Dated: June ___, 2019


**JOLLEY URGAL WOODBURY
HOLTHUS & ROSE**


William R. Urga, Esq.
David J. Malley, Esq.
330 S. Rampart Blvd., Suite 380
Las Vegas, NV 89145

*Attorneys for Highland Partners NV LLC,
MI-CW Holdings Fund 2 LLC, and MI-CW
Holdings LLC*

Dated: June ___, 2019

HOLLEY DRIGGS


Richard F. Holley, Esq.
400 S. 4th Street, Suite 300
Las Vegas, NV 89101

Attorneys for the Receiver Dotan Melech

Dated: June ____, 2019

HUMPHREY LAW PLLC

L. Edward Humphrey, Esq.
140 Washington Street, Suite 210
Reno, Nevada 89503

Attorney for The CIMA Group LLC

Dated: June 20th, 2019

GREENBERG TRAURIG, LLP

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Christopher R. Miltenberger, Esq.
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*Attorneys for Green Pastures Fund, LLC
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Investments, LLC, Green Pastures Group,
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Dated: June ____, 2019

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Richard F. Holley, Esq.
400 S. 4th Street, Suite 300
Las Vegas, NV 89101

Attorneys for the Receiver Dotan Melech

Dated: June ____, 2019

HUMPHREY LAW PLLC

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Reno, Nevada 89503

Attorney for The CIMA Group LLC

Dated: June ____, 2019

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Dated: June 25, 2019

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Dated: June ____, 2019

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Las Vegas, NV 89101

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Dated: June ____, 2019

HUMPHREY LAW PLLC

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140 Washington Street, Suite 210
Reno, Nevada 89503

Attorney for The CIMA Group LLC

Dated: June ____, 2019

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Dated: June ____, 2019


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David J. Malley, Esq.
330 S. Rampart Blvd., Suite 380
Las Vegas, NV 89145

*Attorneys for Highland Partners NV LLC,
MI-CW Holdings Fund 2 LLC, and MI-CW
Holdings LLC*

Dated: June 25, 2019

HOLLEY DRIGGS


Richard F. Holley, Esq.
400 S. 4th Street, Suite 300
Las Vegas, NV 89101

Attorneys for the Receiver Dotan Melech

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EXHIBIT 1

EXHIBIT “ 1 ”

Fee Schedule¹

Receiver/Partner	\$495.00
Senior Associate	\$395.00
Associate	\$325.00
Accounting and Bookkeeping	\$295.00
Project Coordinator/Analyst	\$175.00
Administrator	\$150.00

¹ Hourly rates shall be subject to adjustment annually when UnitedAMS adjusts its rates generally. UnitedAMS reserves the right to add other categories of consulting Advisors and other staff as it deems necessary to perform the services of this Order.

Policies Relating to Professional Fees and Services

This statement of Policies Relating to Professional Fees and Services ("Policies") describes how United AMS bills for services rendered and expenses incurred in connection with projects.

In order to help us determine the value of services that we render on behalf of our clients, our staff maintains written records of the actual time they spend working for each client in 1/4-hour increments. Billed time includes all time spent on the project and encompasses, but is not limited to, activities such as conferences, telephone calls, discovery of data, drafting of reports and other documents, financial and other analysis, correspondence, negotiations, research, and travel time. Those rendering services are assigned an hourly rate based upon the type of work that they perform and their level of experience and skill. We periodically review our rates and make adjustments as necessary. Although our hourly rates are the most common component of our fees, they are not the only factor that we take into account in determining the value of our services. For example, consideration will be given to the type of services that we have been asked to perform, any special level of skill or expertise required, the size and scope of the matter, any special time constraints imposed, expedited matters, and the results of our efforts.

In addition to our fees for services, our clients are responsible for all out-of-pocket costs that we incur on their behalf. For example, charges for expenses associated with travel, long-distance telephone calls, computerized research services, courier services, fax and other forms of communication, copy services, permit fees, and any other out-of-pocket expenses will be billed to the client. While we may sometimes advance our funds to cover out-of-pocket expenses incurred on behalf of a client, we reserve the right to pass any such expenses on to our clients for payment directly to the person who provided the services. We will make every effort to include the out-of-pocket disbursements that we make on our clients' behalf in their next monthly statement. However, some disbursements, such as telephone charges, are not immediately available to us and, as a result, may not appear on a statement until sometime after the charges were actually incurred.

Our statements for services rendered and costs incurred are sent to our clients on a monthly basis unless other arrangements have been made. All statements are due and payable upon receipt. Any statements not paid in full within fifteen (15) days of the statement date will be assessed a late charge on the unpaid balance at the rate of one and one-half percent (1-1/2%) per month; late charges are due on the first day of each subsequent fifteen-day period. Whether or not the client calls with an inquiry, any dispute as to the accuracy or validity of any billed charges, or requests for adjustment of any costs, expenses, or fees for services billed to the client, must be made in writing to United AMS within fifteen (15) days of the date of the statement containing that cost, expense, or fee for services. If the client does not do so within fifteen (15) days of a billing statement, the statement will be conclusively presumed to be correct. In other words, if the client does not contact us in writing within fifteen (15) days of a billing statement, the client will have irrevocably agreed that the statement is accurate and correct. We reserve the right to withdraw from representation in the matter if timely payment is not received. The client will pay any fees and costs that are incurred by us to collect fees, costs, or expenses from the client, including reasonable attorney's fees.

United AMS may require a non-refundable fee before commencing work. Additionally, we require a client to pay on a monthly basis for time expended by us on the client's project and costs incurred on the client's behalf. The upfront, non-refundable fee is not a retainer and will not be held by United AMS as payment on the final invoice or any other charges incurred.

We are sometimes asked to estimate the service fees and other costs that will be incurred in connection with a particular matter. While we are happy to do that when possible, but it should be understood that any such estimate necessarily incorporates a number of assumptions. There are almost always uncertainties involved in the handling of any project; accordingly, no such estimate is to be interpreted as a guarantee or maximum unless expressly so stated. The actual fees and costs may be more or less than any estimate, and the client will be charged on the basis described above without regard to that estimate. The fees and costs incurred in connection with our services for a client are not contingent upon the successful completion of any project.

The client may discharge us at any time and United AMS may withdraw their services at any time at our discretion. In either such circumstance, 30-days written notice shall be given by the party wishing to withdraw and work will conclude 30-days after written notice is received. If the client shall desire to retain other services, United AMS will be paid in full for all services performed on the project(s).

Nothing in our statements to the client will be construed as a promise or guarantee about the outcome of the client's project. We make no such promises or guarantees. Our comments about the outcome of the client's project, if any, are expressions of opinion only. It is impossible to predict how long a project will take, how much it will cost, or what the resulting outcome may be. Similarly, we do not make any guarantees to the client about the expense of the client's project. We encourage our clients to contact United AMS if they have questions about our billing policies or procedures.

EXHIBIT 2

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**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

NUVEDA, LLC, a Nevada Limited Liability
Company; and CWNEVADA LLC, a Nevada
Limited Liability Company,

Plaintiffs,

vs.

4FRONT ADVISORS LLC, foreign limited
liability company, DOES I through X and
ROE ENTITIES, II through XX, inclusive;

Defendants.

CASE NO. A-17-755479-C
DEPT. NO. XXXII

**RECEIVER'S CERTIFICATE OF
INDEBTEDNESS NO.**

1 1. This certificate of indebtedness is issued by Dotan Y. Melech ("Receiver"), not
2 individually, but in its capacity as Receiver of certain assets and interests owned by Defendant.

3 2. This certifies that there is due to Plaintiff from the Receiver the principal sum of
4 \$ _____ together with interest thereon as provided in Paragraph 3 below, payable
5 (a) upon the sale (by foreclosure or otherwise) or refinance of any or all of the assets of
6 Defendant including but not limited to the real and personal property assets described on
7 Attachment 1 attached hereto (the "Collateral"), or (b) upon the date of the final distribution of
8 the receivership's assets, from liquid assets over and above those necessary to pay debts incurred
9 by the Receiver by reason of his appointment in accordance with the *Order Appointing Receiver*,
10 entered on _____, 2019 (the "Order"). If the indebtedness evidenced hereby has not
11 been paid in full before or pursuant to final distribution of the receivership's assets, this certificate
12 shall continue to be a lien on all collateral, real and personal, of the receivership estate distributed
13 in the final distribution of the Receivership estate assets, with such priority as provided in
14 Paragraph 4, below, and the indebtedness evidenced hereby shall be payable from any proceeds
15 generated (a) upon the sale or refinance of the Receivership Estate, from the proceeds thereof or
16 (b) upon collection of rental or other income from the Receivership Estate, from the monies
17 collected thereby, until such indebtedness is paid in full. All payments hereunder shall be applied
18 first to the payment of any accrued and unpaid interest, fees, and costs, and then to the payment of
19 principal. Payment due hereunder shall be made at such place as Plaintiff or its successors or
20 assigns shall direct and upon such payment, such obligee shall, if so requested, surrender this
21 certificate to the person making such payment, marking the same "paid in full," and, if so
22 requested, shall deliver to the person making such payment an instrument in recordable form
23 executed by the obligee hereof, such obligee's successor in interest or such obligee's assign (in
24 which case written assignment hereof in recordable form shall also be delivered), releasing the
25 lien of this certificate on all collateral encumbered hereby.

3. Interest on the principal sum of this certificate shall accrue from the date that the funds are advanced to or at the direction of the Receiver at the rate of ____ percent (____%) per annum. Interest will be computed on a three hundred sixty (360) day basis and the actual number of days elapsed, compounded monthly.

4. This certificate shall constitute a lien on all of the Collateral, and, *pari passu* with other certificates of indebtedness issued by the Receiver, shall have priority over all other liens encumbering the Collateral, whether previously existing or hereafter created.

5. This certificate is issued under the authority of, and in accordance with, the orders of this Court in the receivership proceeding, including, without limitation the Order.

6. This certificate is declared to be a debt of the Receiver, and his successors as Receiver, and the Receiver shall have no personal liability with respect to any of the obligations referred to herein.

7. This certificate shall not be obligatory for any purpose until signed by the Receiver.

Dated: _____
Dotan Y. Melech, Receiver

STATE OF _____)
COUNTY OF _____)

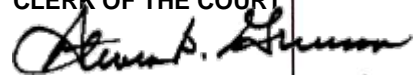
On _____, before me, _____, a Notary Public, personally appeared Dotan Y. Melech, an individual, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing is true and correct.

WITNESS my hand and official seal.

Signature _____
4850-5164-7130

EXHIBIT 4



1 Michael R. Mushkin, Esq.
2 Nevada Bar No. 2421
3 L. Joe Coppedge
4 Nevada Bar No. 4954
5 MUSHKIN & COPPEDGE
6 6070 S. Eastern Avenue, Suite 270
7 Las Vegas, Nevada 89128
8 Telephone: (702) 454-3333
9 Fax: (702) 386-4979
10 michael@mushlaw.com
11 jcoppedge@mccnvlaw.com

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 NUVEDA, LLC, a Nevada Limited Liability
11 Company; and CWNEVADA LLC, a Nevada
12 Limited Liability Company,

13 Plaintiffs,

14 v.

15 4FRONT ADVISORS LLC, foreign limited
16 liability company, DOES I through X and
17 ROE ENTITIES, II through XX, inclusive,

18 Defendants.

19 AND RELATED MATTERS

Case No.: A-17-755479-B

Consolidated With: A-19-791405-C,
A-19-796300-B, and A-20-817363-B

Dept. No.: 11

20 **NOTICE OF ENTRY OF ORDER**

21 PLEASE TAKE NOTICE that an Order Denying Request for Receivership and Injunction
22 and Granting Motion for Clarification on Order Shortening Time was entered in the above-
23 entitled action on September 25, 2020, a copy of which is attached hereto.

24 DATED this 25 day of September, 2020.

25 MUSHKIN & COPPEDGE

26 
27 MICHAEL R. MUSHKIN, ESQ.

28 Nevada State Bar No. 2421

L. JOE COPPEDGE, ESQ.

Nevada Bar No. 4954

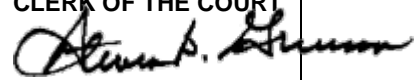
6070 South Eastern Ave Ste 270

Las Vegas, Nevada 89119

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that the foregoing **Notice of Entry of Order** was submitted electronically
3 for filing and/or service with the Eighth Judicial District Court on this 25 day of September,
4 2020. Electronic service of the foregoing document shall be upon all parties listed on the Odyssey
5 eFileNV service contact list.

6 
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8 An Employee of
9 MUSHKIN & COPPEDGE
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Michael R. Mushkin, Esq.
Nevada Bar No. 2421
L. Joe Coppedge
Nevada Bar No. 4954
MUSHKIN & COPPEDGE
6070 S. Eastern Avenue, Suite 270
Las Vegas, Nevada 89128
Telephone: (702) 454-3333
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michael@mushlaw.com
jcoppedge@mccnvlaw.com
Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

NUVEDA, LLC, a Nevada Limited Liability
Company; and CWNEVADA LLC, a Nevada
Limited Liability Company,

Plaintiffs,

v.

4FRONT ADVISORS LLC, foreign limited
liability company, DOES I through X and
ROE ENTITIES, II through XX, inclusive,

Defendants.

Case No.: A-17-755479-B

Consolidated With: A-19-791405-C,
A-19-796300-B, and A-20-817363-B

Dept. No.: 11

**Hearings on August 18, 2020 at 9:00 am
and in Chambers on August 28, 2020**

AND RELATED MATTERS

**ORDERS DENYING REQUEST FOR RECEIVERSHIP AND INJUNCTION AND
GRANTING MOTION FOR
CLARIFICATION ON ORDER SHORTENING TIME**

These matter having come before the Honorable Elizabeth Gonzalez on the dates and
times set forth above with NuVeda, LLC, a Nevada limited liability company ("NuVeda"),
appearing by and through its counsel of record, Mitchell Stipp of the Law Office of Mitchell
Stipp, and Dotan Y Melech, the Court-appointed receiver over CWNevada, LLC, a Nevada
limited liability company (the "Receiver"), Shane Terry ("Terry") and Phillip D. Ivey ("Ivey"),
appearing by and through their counsel of record, Michael R. Mushkin and L. Joe Coppedge of

1 the law firm of Mushkin & Coppedge, and the Court, having reviewed and considered the
2 record, the points and authorities on file, and good cause appearing, the Court finds and orders
3 as follows:

4 1. The Receiver, Terry and Ivey filed a Motion for Preliminary Injunction and for
5 Appointment of Receiver for NuVeda, LLC; CWNV LLC (“CWNV”); and CWNV1 LLC
6 (“CWNV1”) on Order Shortening Time (the “Original Motion”) on August 10, 2020.

7 2. The Original Motion sought the appointment of a receiver for the purpose
8 conducting an accounting of NuVeda, CWNV, CWNV1 and their subsidiaries and affiliates and
9 requested that the Court appoint Larry Bertsch to perform such accounting.

10 3. The Original Motion also requested that the Court enter a preliminary injunction
11 to preclude the transfer of certain cannabis licenses pending trial.

12 4. NuVeda opposed the Original Motion for the reasons set forth in its filings.

13 5. Following a telephonic hearing on August 18, 2020, the Court denied the
14 Original Motion. However, the Court announced that CWNV and CWNV1 were already under
15 the jurisdiction of the Receiver.

16 6. The parties attempted to reconcile the court’s announcement with the requests
17 for relief before the Court and the decisions by the Court at the hearing. Unfortunately, the
18 parties were unable to agree to the terms of a proposed order memorializing the Court’s
19 decision on the Original Motion, resulting in NuVeda filing the Motion for Clarification
20 (“Motion for Clarification”).

21 7. After reviewing the Motion for Clarification and related briefings, the Court
22 determined in chambers without a hearing that the Receiver “has authority over the entities in
23 which CWNevada was the majority interest holder.” Despite this finding, the Court recognized
24 that actions taken by NuVeda as the purported trustee under Chapter 86 of the NRS for CWNV
25 and CWNV1 “may ultimately be determined to be valid.”

26 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED
27 that the Original Motion requesting a receivership and injunction is DENIED.

28 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Motion for

1 Clarification is GRANTED. The Receiver has authority over the entities in which CWNevada
2 is the majority interest holder. No determination was made by the Court about NuVeda's role
3 as purported trustee under Chapter 86 of the NRS for CWNV and CWNV1.

4 DATED this 24th day of September, 2020.

5
6 
7 _____
DISTRICT COURT JUDGE

8 Respectfully Submitted:
9 MUSHKIN & COPPEDGE

Approved as to Form and Content:
LAW OFFICE OF MITCHELL STIPP

10
11 /s/L. Joe Coppedge
12 L. JOE COPPEDGE, ESQ.
13 Nevada Bar No. 4954
6070 South Eastern Ave Ste 270
Las Vegas, NV 89119

/s/Mitchell D. Stipp
MITCHELL D. STIPP, ESQ.
Nevada Bar No. 7531
1180 N. Town Center Drive, Suite 100
Las Vegas, Nevada 89144

14 *Attorneys for Dotan Y. Melech, Receiver,*
15 *Shane Terry, and Phillip D. Ivey*

Attorneys for NuVeda, LLC

EXHIBIT 5

A-17-755479-B Nuveda LLC, Plaintiff(s)
vs.
4Front Advisors LLC, Defendant(s)

February 01, 2021 09:00 AM Plaintiff's Renewed Motion for Order to Show Cause on Order Shortening Time

HEARD BY: Gonzalez, Elizabeth COURTROOM: RJC Courtroom 03E

COURT CLERK: Romea, Dulce

RECORDER: Hawkins, Jill

REPORTER:

PARTIES PRESENT:

John J. Savage	Attorney for Receiver
Louis E. Humphrey III	Attorney for Intervenor, Other
Mitchell D. Stipp	Attorney for Plaintiff, Third Party Plaintiff
William R. Urga	Attorney for Intervenor

JOURNAL ENTRIES

APPEARANCES CONTINUED: Attorney Linvel J. Coppedge for Phillip Ivey, Shane Terry, and Dotan Melech.

Parties appeared by telephone.

Following arguments by Mr. Coppedge and Mr. Stipp, COURT ORDERED, CAUSE HAS BEEN SHOWN that Nuveda has violated the Court's orders to the extent that Nuveda went beyond reviving the entities. The Court will SET a hearing for contempt related to actions that occurred after the revival specifically the merger into the new entities.

Court inquired about discovery that the parties will need. Mr. Stipp advised that they will need to take the Receiver's deposition and that there will likely be some minimal written discovery, including communications by Mr. Savage to the Nevada Secretary of State and Ms. Michelle Briggs. Mr. Coppedge advised his side will also need some written discovery and will need to depose Mr. Bady. COURT ORDERED, written discovery requests will have a 15-day response period. Court will ALLOW the depositions of the Receiver and Mr. Bady, LIMITED to 2 hours total time for each. All of the discovery needs to be completed within 21 days. Contempt Hearing SET on Monday, March 1, 2021 at 1 pm.

2-12-21 CHAMBERS STATUS CHECK: JOINT STATUS REPORT ON EVIDENTIARY HEARING

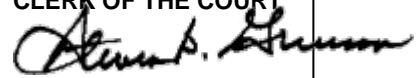
2-22-21 9:00 AM NEVADA WELLNESS CENTER, LLC'S MOTION TO SPECIALLY APPEAR AND TO LIFT STAY TO ALLOW DEPOSITION OF DOTAN Y. MELECH REGARDING VALUE OF RECREATIONAL MARIJUANA DISPENSARY LICENSE...EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER, MOTION FOR PRELIMINARY INJUNCTION, AND REQUEST FOR ORDER SHORTENING TIME ON HEARING FOR PRELIMINARY INJUNCTION [RESCHEDULED FROM SUB CASE]

3-1-21

1:00 PM

SHOW CAUSE HEARING

EXHIBIT 6



MITCHELL D. STIPP, ESQ.
Nevada Bar No. 7531
LAW OFFICE OF MITCHELL STIPP
1180 N. Town Center Drive, Suite 100
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IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CLARK

NUVEDA, LLC, a Nevada Limited Liability
Company; and CWNEVADA LLC, a Nevada
Limited Liability Company,

Plaintiffs,

v.

4FRONT ADVISORS LLC, foreign limited
liability company, DOES I through X and ROE
ENTITIES, II through XX, inclusive,

Defendants.

AND RELATED MATTERS.

Case: A-17-755479-B

Consolidated Cases:
A-19-791405-C, A-19-796300-B, and A-20-
817363-B

Dept. No.: 11

**STATUS CHECK AND REQUEST FOR
RELATED RELIEF**

Date of Hearing: March 19, 2021
Time of Hearing: Chambers

NuVeda, LLC, a Nevada limited liability company ("NuVeda"), by and through counsel of
record, Mitchell Stipp, Esq., of the Law Office of Mitchell Stipp, hereby files the above-referenced
motion on order shortening time.

This filing is based on the papers and pleadings before the court, the memorandum of points
and authorities that follows, and the exhibits attached hereto or filed separately and incorporated herein
by this reference.

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1 DATED this 10th day of March, 2021.

2
3 **LAW OFFICE OF MITCHELL STIPP**

4 /s/ Mitchell Stipp, Esq.

5 MITCHELL STIPP, ESQ.

6 Nevada Bar No. 7531

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12 *Attorneys for NuVeda, LLC*

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[NOTICE OF TELEPHONIC HEARING FOLLOWS]

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2 **NOTICE OF TELEPHONIC HEARING**
3

4 TO: ALL INTERESTED PARTIES AND THEIR COUNSEL OF RECORD
5

6
7 PLEASE TAKE NOTICE that the **STATUS CHECK AND RELATED RELIEF** will
8 be heard at a telephonic hearing on **SHORTENING TIME** on March _____, 2021 at
9 _____ rather than on the court's chambers calendar set for March 19, 2021.
10

11
12 DATED this _____ day of March 2021.
13

14 _____
15 District Court Judge
16

17
18
19 DATED this 10th day of March, 2021.
20

21 **LAW OFFICE OF MITCHELL STIPP**
22

23 /s/ Mitchell Stipp, Esq.
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25 Nevada Bar No. 7531
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**DECLARATION OF MITCHELL STIPP IN SUPPORT
OF REQUEST FOR TELEPHONIC HEARING ON
SHORTENED TIME**

The undersigned, Mitchell Stipp, certifies to the court as follows:

1. I am counsel for NuVeda, LLC, a Nevada limited liability company (“NuVeda”), in the above referenced case.
2. In the event the court elects not to consider this status report and request for relief on its chambers calendar on March 19, 2021, NuVeda respectfully requests the matter be heard at a telephonic hearing on shortened time.
3. NuVeda has submitted a request via email on March 5, 2021 for the court to hear this matter on shortened time, but NuVeda has not received any response from the court.
4. The evidentiary hearing is scheduled for April 5, 2021 at 1pm.

Dated: March 10, 2021

/s/ Mitchell Stipp

Mitchell D. Stipp, Esq.

1
2 **MEMORANDUM OF POINTS AND AUTHORITIES**
3

4 **1. Order to Show Cause fails to Comply with NRS 22.030(2).**
5

6 CWNevada, LLC, a Nevada limited liability company (“CWNevada”), by and through Dotan
7 Melech, the court-appointed receiver (the “Receiver”), Shane Terry, and Phil Ivey have filed two (2)
8 motions for orders to show cause regarding the revival of predecessors-in-interest to CWNV LLC
9 (“Predecessor CWNV”) and CWNV1 LLC (“Predecessor CWNV1,” and together with Predecessor
10 CWNV, “Predecessor Entities”). One of the motions was denied via minute order on December 18,
11 2020, and the other motion filed on January 21, 2021 was granted. Orders have not been entered by
12 the court on these motions.

13
14 NRS 22.030(2) states that “[i]f a contempt is not committed in the immediate view and presence
15 of the court or judge at chambers, an affidavit must be presented to the court or judge of the facts
16 constituting the contempt.” See Awad v. Wright, 106 Nev. 407, 409-10, 794 P.2d 713, 715 (1990)
17 (concluding that to be sufficient, the affidavit is required to demonstrate a prima facie case of contempt
18 against the opposing party), abrogated on other grounds by Pengilly v. Rancho Santa Fe Homeowners
19 Ass'n, 116 Nev. 646, 650, 5 P.3d 569, 571 (2000). The motion for an order to show cause which the
20 court granted on February 1, 2021 is not supported by an affidavit or declaration, which demonstrates
21 a prima facie case of contempt by Dr. Pejman Bady or NuVeda of any order of the court.¹ The motion
22 filed on January 21, 2021 contains a declaration of Joe Coppedge, Esq., counsel for the Receiver and
23 Messrs. Terry and Ivey, requesting an *order shortening time*. That declaration does not allege Dr.
24 Bady or NuVeda violated any court orders. In fact, paragraph 20 of Mr. Coppedge’s declaration clearly
25 admits the following:
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27
28

¹ As previously noted, Dr. Bady was not served with the motion.

20. Due to the continuing urgency of this matter, and the demonstrated potential for NuVeda and/or Dr. Bady to disobey court orders and transfer assets, Plaintiffs respectfully request that this matter be heard on an order shortening time at the court's earliest availability.

I declare under penalty of perjury that the foregoing is true and correct.

DATED this 20th day of January, 2021.

/s/L. Joe Coppedge
L. JOE COPPEDGE, ESQ.

According to Mr. Coppedge's view, Dr. Bady and NuVeda actions amounted to a "potential . . . to disobey court orders". The motion does include a declaration of Kandy Halsey (paralegal at Holly Driggs) as part of Exhibit 3, but it only details the failure by the Receiver to revive the Predecessor Entities as of December 29, 2020. The court at the hearing on February 1, 2021 determined that revival by Dr. Bady as manager of NuVeda on January 15, 2021 was not a violation of the court's order. However, the court issued an order to show cause why NuVeda should not be held in contempt related to actions after the revival of the Predecessor Entities (specifically the mergers). Neither the court nor the Receiver and Messrs. Terry and Ivey explain how or why the mergers constitute a violation of any orders of the court. Accordingly, the order to show cause is not supported under NRS 22.030(2).

2. Status of Evidentiary Hearing/Proceedings.

The parties filed status reports as required by the court, and the court issued a minute order confirming that the evidentiary hearing remains scheduled for April 5, 2021 at 1pm. NuVeda has served initial disclosures and produced almost 1,300 pages of documents in connection with written discovery. The deposition of the receiver has been completed (See Exhibit A).² The parties are working to schedule Dr. Bady's deposition for March 19, 2021. See Exhibit B. In the meantime, the Receiver and Messrs. Terry and Ivey are supplementing their deficient discovery responses, which the Receiver and Messrs. Terry and Ivey have promised by March 8, 2021. See Exhibit C.³ NuVeda encourages the court to review the deposition transcript of the Receiver. It appears the Receiver has done very little to represent the stakeholders of CWNevada and investigate the claims of creditors of

² A deposition transcript may be used for any purpose as described in NRCP 32(a).

³ The receiver has committed perjury by denying that the receivership is insolvent in answers to requests for admissions. See Exhibit C, page 373. During the weekly creditor meeting held on March 3, 2021 via Zoom, the receiver informed the group that the receivership estate has always been, is and will continue to be insolvent. John Savage, Esq. can confirm the Receiver's statements. Id. at page 363-367.

CWNebraska (including NuVeda). Apparently, the Receiver does not have a grasp of CWNebraska's actual obligations under the joint venture (and whether CWNebraska performed) and the events that occurred prior to his appointment, relied on documents which he cannot identify or remember reviewing, admitted to denying NuVeda's proof of claim based on events (i.e., confession of judgment) which did not occur until many months after the claim was summarily rejected,⁴ and ignores actual evidence and documents publicly available (including in CWNebraska's bankruptcy), which undermine the Receiver's position as it relates to NuVeda.

3. Merger Cannot be Terminated.

NRS 92A.175 provides as follows:

NRS 92A.175 Termination of planned merger, conversion or exchange after filing of articles. After a merger, conversion or exchange is approved, at any time after the articles of merger, conversion or exchange are filed but before an effective date specified in the articles which is later than the date of filing the articles, the planned merger, conversion or exchange may be terminated in accordance with a procedure set forth in the plan of merger, conversion or exchange by filing articles of termination pursuant to the provisions of [NRS 92A.240](#).

The effective date of the mergers was January 15, 2021. The mergers were not conditional. Accordingly, the mergers **cannot** be terminated under NRS 92A. The Nevada Supreme Court has determined that civil contempt is remedial in nature, as the sanctions are intended to benefit a party by coercing or compelling the contemnor's future compliance, not punishing them for past bad acts. Rodriguez v. Dist. Ct., 120 Nev. 798, 805 (Nev. 2004) (citations omitted). Moreover, a civil contempt order is indeterminate or conditional; the contemnor's compliance is all that is sought and with that compliance comes the termination of any sanctions imposed. Id. If the merger cannot be terminated, civil contempt is not appropriate.

As part of the motion filed on January 21, 2021 (pages 10-11), the Receiver and Messrs. Terry and Ivey ask the following from the court as sanctions for civil contempt:

⁴ NuVeda believes other creditor claims have been denied without any basis. The Receiver yields the power to approve, deny or settle a claim outside of the view of this court. If a creditor objects or disagrees, the Receiver will not grant the creditor a favorable result (forcing the creditor to litigate).

15 NuVeda's and Dr. Bady's continuing willingness to violate this Court's orders is
16 conclusively documented. Based on the foregoing, Plaintiffs respectfully request that this Court
17 issue an order to show cause why NuVeda and Dr. Bady should not be held in contempt for
18 violating this Court's orders, and following such hearing, that an appropriate sanction, including
19 an award of attorney's fees, be issued until NuVeda and Dr. Bady comply with this Court's orders.
20 As a part of such order, Plaintiffs respectfully request: (i) that NuVeda and Dr. Bady be required
21 to cease all actions that interfere with the Receiver's ability to revive CWNV and CWNV1; (ii)
22 that Mr. Melech, in his capacity as Receiver be approved to act as the manager of CWNV and
23 CWNV1; (iii) that this Court remove any authority that NuVeda and/or Dr. Bady has to act on
24 behalf of CWNV and CWNV1; (iv) that NuVeda and/or Dr. Bady be required to dissolve the new
25 entities bearing the same name as CWNV and CWNV1 so that such entities may be revived
26 without further delay; (v) that the any and all agreements purporting to transfer and/or merge the
27 assets from CWNV and CWNV1 to the new entities bearing the same name be voided; and (vi)
28 that this Court affirm that the assets of CWNV and CWNV1 are under the exclusive authority of

1 the Receiver.

14 Addressing the items above in order, the Predecessor Entities cannot be revived because the
15 mergers cannot be terminated. The Receiver cannot serve as manager of the Predecessor Entities
16 because they are permanently dissolved via the mergers. Dr. Bady and NuVeda do not have any
17 current role with respect to the Predecessor Entities (i.e., they are dissolved). Dissolving the surviving
18 entities of the merger does not allow the Predecessor Entities to be revived. Voiding any
19 transfer/assignment agreements accomplishes nothing because the surviving entities are entitled to the
20 assets and assume the liabilities as a matter of law. There is no mechanism to grant the Receiver
21 authority over any assets of the Predecessor Entities because the surviving entities are not parties to
22 this case.

23
24 **4. If the evidentiary hearing proceeds, NuVeda elects to have the matter heard by an**
25 **alternative district court judge.**

26 NRS 22.030(3) provides as follows:

27 3. Except as otherwise provided in this subsection, if a contempt is not
28 committed in the immediate view and presence of the court, the judge of the court
in whose contempt the person is alleged to be shall not preside at the trial of the

contempt over the objection of the person. The provisions of this subsection do not apply in:

(a) Any case where a final judgment or decree of the court is drawn in question and such judgment or decree was entered in such court by a predecessor judge thereof 10 years or more preceding the bringing of contempt proceedings for the violation of the judgment or decree.

(b) Any proceeding described in subsection 1 of [NRS 3.223](#), whether or not a family court has been established in the judicial district.

The court determined at the hearing on February 1, 2021 that the actions of NuVeda after the revival of the Predecessor Entities on January 15, 2021 are the basis for the order to show cause and hearing on contempt. The mergers occurred outside of the view and presence of the court. Neither of the exceptions in sub-paragraphs (a) or (b) apply. Accordingly, NuVeda objects to this court presiding over the evidentiary hearing.

5. Actual Evidence Confirms No Violation of Court Orders.

NuVeda believes the evidence will show that CWNevada's interest in the Predecessor Entities was terminated at the time it filed for chapter 11 bankruptcy protection (April 16, 2019—Case No. 19-12300-MKN/Chapter 11, United States Bankruptcy Court, District of Nevada). Under the operating agreements for these Predecessor Entities, bankruptcy is a withdrawal event, which triggers the dissolution of the companies unless the members agree to continue their business. The termination of CWNevada's membership interests in and dissolution of the Predecessor Entities occurred prior to the appointment of the Receiver in Case No. A-18-773230-B (June 13, 2019) ("CIMA Case"), as amended by the order in Case No. A-17-755479-C (June 26, 2019) ("Receivership Action") and again in the Receivership Action on July 10, 2019.

The order in the CIMA Case is a temporary order, which was replaced by the orders in the Receivership Action. The order in the CIMA Case included CWNV, LLC (one of the Predecessor Entities) as part of the receivership estate. The first order in the Receivership Action permanently appointed the Receiver but clarified that the estate consisted only of CWNevada and its assets. The second order in the Receivership Action re-appointed the Receiver and clarified that the estate consisted of CWNevada and all of its assets including ownership interests of CWNevada in any subsidiaries and affiliated entities (expressly including interests in CWNV, LLC (one of the

Predecessor Entities)).

CWNV, LLC (one of the Predecessor Entities) was subject to receivership between June 13, 2019 and June 26, 2019—thirteen (13) days. CWNevada’s membership interests in the Predecessory Entities were subject to receivership as of June 13, 2019. However, the Predecessor Entities were dissolved, and membership interests were terminated effective, as of April 16, 2019—two (2) months **before** CWNevada became subject to receivership. This court has issued other orders in this case related to the Predecessor Entities. At a hearing on August 18, 2020, the court announced that the Predecessor Entities were already under the “jurisdiction of the Receiver.” See Order filed on September 25, 2020 (paragraphs 5 and 6). Upon NuVeda’s motion for clarification, the court determined that the Receiver “has authority over the entities in which CWNevada was the majority interest holder.” Id. (paragraph 7). However, the court expressly determined that actions taken by NuVeda as purported trustee “may ultimately be determined to be valid.” Id.

The court granted the Receiver permission to apply to the Nevada Secretary of State to revive the Predecessor Entities in accordance with NRS 86.580. See Order filed on November 24, 2020 (paragraph 1).⁵ Until the Predecessor Entities were revived, the court determined that Dr. Bady as manager of NuVeda “shall continue to act as trustee for [the Predecessor Entities].” Id. (paragraph 2). Predictably, the Receiver contended he had “exclusive authority” over the Predecessor Entities, and Dr. Bady as manager of NuVeda continued to assert his statutory authority as trustee under NRS 86.541(2).

The Receiver was unable to complete the revival of the Predecessor Entities. The Receiver blames Dr. Bady and NuVeda. However, the evidence is clear that he failed to complete the NVSOS

⁵ Apparently, the Receiver believes that the word “may” is vague and ambiguous. See Exhibit C, pages 373-374. Compare with the Receiver’s deposition testimony (Exhibit A, page 013). At his deposition, the Receiver seemed to understand the term “may.” However, in written discovery, the Receiver is confused. This answer is almost as bad as President Bill Clinton claiming not to understand the definition of “is” in his deposition for which he was ultimately disbarred. How can NuVeda be guilty of contempt of the court’s order on revival if the Receiver thinks the word “may” is simply too confusing to understand its plain meaning?

1 applications properly but had ample time and resources to do so. Dr. Bady as manager of NuVeda--
2 trustee of the Predecessor Entities-- revived the entities in accordance with NRS 86.580 on or about
3 January 15, 2021. Although the motion failed to comply with NRS 22.030(2), the court issued an order
4 to show cause why NuVeda should not be held in contempt related to actions after the revival of the
5 Predecessor Entities (specifically the mergers).

6
7 What about the mergers constitutes a violation of the orders of the court? CWNevada did not
8 own any membership interests in the Predecessor Entities. If CWNevada disputes that, then
9 CWNevada can pursue its rights and remedies. There is no law to support the Receiver reviving
10 dissolved limited liability companies in which CWNevada does not have any interest. The order
11 permitting the Receiver to revive the Predecessor Entities is not an exclusive mandate to do so. If
12 NuVeda's revival of the Predecessor Entities on January 15, 2021 does not violate any orders of the
13 court, then there cannot be a violation of any court order as a result of the mergers. The Predecessor
14 Entities were revived, Dr. Bady was the manager appointed by NuVeda, and NuVeda was the sole
15 member of those entities. The court must remember that CWNevada's membership interests in the
16 Predecessor Entities was terminated before the receivership.

17
18 **6. NuVeda is entitled to due process.**
19

20 The Receiver and Messrs. Terry and Ivey filed a complaint on June 30, 2020, which was
21 assigned to Department 13. NuVeda's complaint was pending in Department 1. The claims order
22 approved by this court in the Receivership Action required the disputes between the parties to be
23 adjudicated in the pending litigation (paragraph 24 of Order filed on January 2, 2020). The Receiver
24 answered NuVeda's complaint in Department 1 but asked this court to consolidate the matters in the
25 Receivership Action, which the court granted notwithstanding the process approved by the court. The
26 Receiver and Messrs. Terry and Ivey asked the court to amend their complaint after the court denied
27 the request for a receiver and preliminary injunction, and the court granted leave to the Receiver and
28

1 Mr. Ivey on October 19, 2020 to file an amended complaint. To date (four (4) months later),⁶ no
2 amended complaint has been filed. The Receiver and Messrs. Terry and Ivey have not provided initial
3 disclosures or conducted an early case conference. There is no discovery schedule or trial set. NuVeda
4 and its affiliates have an open extension of time but plan to answer, assert counter and third-party
5 claims when the amended complaint is filed. In the meantime, the Receiver and Messrs. Terry and
6 Ivey are obsessed with taking over the dispensaries licensed to Clark NMSD LLC.

7
8 The stated purpose by the Receiver for seeking the court's approval to revive the Predecessor
9 Entities is as follows:

10
11 2 11. The Receiver, on behalf of CWNV and CWNV1 intends to file a motion with the
12 3 Court to assume operational control of the North Las Vegas Dispensary and Downtown
13 4 Dispensary, the licenses for which were to have been transferred to CWNV (substituted with
14 5 CWNV1) pursuant to the MIPA and subsequent related agreements in order to preserve such
15 6 assets for the Receivership Estate.

16 See Motion, filed on October 5, 2020 (page 5). If the court granted permission to revive the
17 Predecessor Entities without an evidentiary hearing or trial, NuVeda assumes the court intends to grant
18 the Receiver "operational control" over the dispensaries though the Predecessor Entities without an
19 evidentiary hearing or trial. However, the dispensaries are owned by 2113 Investors, LLC (which is
20 not a party to this action), and leased to Clark NMSD, LLC. The Cannabis Compliance Board
21 recognizes the owners of the marijuana licenses through Clark NMSD LLC as Dr. Bady, Pouya
22 Mohajer, and Joseph Kennedy. There are no facts or law that would permit the Receiver simply to
23 "take over" these operating businesses simply by allowing the Receiver to "revive" the Predecessor
24 Entities. The fact that the court allowed the Receiver to apply to revive these entities based on this
25 stated purpose is concerning. CWNebraska breached the joint venture agreement with NuVeda, and the
26 joint venture was terminated. See Exhibit D. The receivership estate is undeniably insolvent. The
27 Cannabis Compliance Board will not approve of the Receiver through CWNebraska operating
28

⁶ It has been almost nine (9) months since the Receiver and Messrs. Terry and Ivey have filed their initial complaint.
Appendix 0092

1 dispensaries licensed to Clark NMSD LLC. The breaches, failure to cure and termination are subject
2 to discovery and a trial. It appears in this case that the Receiver and Messrs. Terry and Ivey are putting
3 the cart before the horse (especially in light of the Receiver's actual work to investigate these matters
4 before filing a complaint).⁷

5
6 NuVeda would like the court to set a telephonic hearing to consider the matters above.
7 During this hearing, NuVeda would request the court vacate its order to show cause, vacate the
8 evidentiary hearing on contempt, and set a deadline for the Receiver and Mr. Ivey (not Mr. Terry) to
9 amend and file their complaint.⁸ If the court still believes an evidentiary hearing on contempt is still
10 necessary, then the matter should be assigned to another district court judge per NRS 22.030(3).

11
12 **LAW OFFICE OF MITCHELL STIPP**

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14 */s/ Mitchell Stipp, Esq.*

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25
26
27 ⁷ Messrs. Terry and Ivey do not have any interest or claims to Clark NMSD LLC.

28 ⁸ As the court has been informed, NuVeda intends to file a writ petition to the Nevada Supreme Court regarding the denial of its motion for dismissal/summary judgment with respect to Mr. Terry's claims. The claims by the Receiver and Mr. Ivey rely on the factual allegations of Mr. Terry.