

STATE OF COLORADO
OFFICE OF THE ATTORNEY GENERAL

ASSURANCE OF DISCONTINUANCE

IN THE MATTER OF MC NUTRACEUTICALS ET AL.

This Assurance of Discontinuance (“Assurance”) is entered into between Philip J. Weiser, Attorney General for the State of Colorado (“the Attorney General”), and MC Global Holdings, LLC, MC Nutraceuticals PLLC, MC Distribution LLC, MC Vivimus, LLC, Jeff Worley, individually, and Bret Worley, individually (referred to collectively as “MC/Vivimu Parties”), pursuant to the Attorney General’s powers under C.R.S. § 6-1-110(2), and constitutes a complete settlement between the Attorney General and MC/Vivimu Parties (collectively the “Parties”) regarding the Attorney General’s allegations that the MC Vivimu Parties’ business practices violated the Colorado Consumer Protection Act (“CCPA”).

I. INTRODUCTION

The MC/Vivimu Parties are engaged in the manufacture, packaging, labeling, distribution and/or sale of industrial hemp products, which are sold to both wholesale and retail consumers. The company’s retail sales are made by MC Vivimus, LLC directly through its website www.vivimu.com (“Vivimu Website”). The company’s wholesale sales are advertised and/or solicited by MC Nutraceuticals, PLLC through its website www.mcnutraceuticals.com (“MC Nutraceuticals Website”). The Attorney General alleges that, from 2021 through approximately December 2024, the MC/Vivimu Parties made several misrepresentations to consumers from both the Vivimu Website and the MC Nutraceuticals Website regarding the source, quality, characteristics, ingredients and/or health benefits of their products. Additionally, the Attorney General alleges that MC/Vivimu Parties used deceptive representations or designations of geographic origin in connection with goods.

This Assurance resolves the dispute between the Attorney General and the MC/Vivimu Parties regarding the MC/Vivimu Parties' alleged misrepresentations. The MC/Vivimu Parties deny that they violated the CCPA.

II. PARTIES

1. Philip J. Weiser is the duly elected Attorney General for the State of Colorado and has authority to investigate and prosecute violations of the CCPA, C.R.S. Sections 6-1-101 through 6-1-1121.

2. MC Global Holdings LLC is a Texas limited liability company with the registered principal office address of 727 Lathrop Street, Lantana, Texas 76226, which operates in both Texas and Colorado.

3. MC Nutraceuticals, PLLC is a Texas professional limited liability company that operates in the state of Colorado and previously held an Industrial Hemp Manufactured Foods Permit issued by the Colorado Department of Public Health and Environment ("CDPHE") to operate at a facility located in Golden, Colorado. MC Nutraceuticals currently operates at a facility located in Lakewood, Colorado under Safe Harbor Hemp Establishment Registration #SHH26836 issued by CDPHE.

4. MC Vivimus, LLC is a Texas professional limited liability company that operates in Colorado and previously held an Industrial Hemp Manufactured Foods Permit under the DBA "MC Vivimu" issued by the Colorado Department of Public Health and Environment ("CDPHE") to operate at a facility located in Golden, Colorado. MC Vivimus, LLC presently operates and distributes finished hemp products to consumers located outside the state of Colorado under a Supply and Fulfillment Agreement with MC Nutraceuticals PLLC from its facility in Lakewood, Colorado.

5. MC Distribution, LLC is a Texas limited liability company with the registered principal office address of 727 Lathrop Street, Lantana, Texas 76226, which operates in the state of Colorado.

6. MC Botanicals, LLC is a Texas limited liability company with the registered principal office address of 440 Highway 377 N. Unit 1135, Argyle, Texas and is registered as a foreign limited liability company in North Carolina with a registered office address of 4030 Wake Forest Road, Ste 349, Raleigh, North Carolina 27609.

7. Bret Worley is an individual residing in Denver County, Colorado and is the founder, co-owner and Chief Executive Officer of MC Global Holdings LLC, which operates through its subsidiaries MC Nutraceuticals, PLLC, MC Vivimus, LLC and MC Distribution, LLC.

8. Jeff Worley is an individual residing in Denton County, Texas and is the co-owner and Chief Financial Officer of MC Global Holdings LLC, which operates through its subsidiaries MC Nutraceuticals, PLLC, MC Vivimus, LLC, and MC Distribution, LLC.

III. DEFINITIONS

9. The term “Effective Date” means the first date upon which both Parties have executed this Assurance.

10. Unless otherwise specified, all definitions found in C.R.S. § 6-1-102 and § 6-1-105(1) are incorporated herein, and any term defined in those Sections shall have the same meaning when used in this Assurance.

IV. STATE’S ALLEGATIONS

A. The MC/Vivimu Parties made misrepresentations regarding the source, quality, characteristics, and/or ingredients of hemp extracts being marketed and sold by them.

11. The MC/Vivimu Parties' primary revenue stream comes from the sale of hemp extracts and finished hemp products through both wholesale and direct-to-consumer sales.

12. Certain products sold from the Vivimu Website, such as the 8-OH Hydroxy HHC Distillate (Shatter) product, were advertised as being extracted or otherwise manufactured using "organic" hemp flower.

13. Despite the representations made to consumers, MC Vivimus, LLC is unable to verify the truthfulness of the representations made on the Vivimu Website that its products were "organic" and had no factual basis to make such representations to consumers.

14. In some instances, the products falsely advertised as "organic" were marketed to consumers upon their attempt to check out from the Vivimu website, which was done to increase sales of the misrepresented products.

15. In purchasing finished hemp products from the Vivimu Website, consumers relied on the representations from MC Vivimus, LLC contained on the Vivimu Website, including that products were extracted or otherwise manufactured using "organic" hemp flower.

B. The MC Vivimu Parties used deceptive representations of geographic origin in connection with Cannabis products sold through the Vivimu Website.

16. On the Vivimu Website, the MC/Vivimu Parties made multiple representations about their role in the hemp manufacturing and/or extraction or process. For example, the website contained statements that the MC/Vivimu Parties utilized certain processes or techniques in the manufacturing of their Cannabis products, or to have firsthand knowledge of, or involvement in, those manufacturing processes.

17. In reality, the MC/Vivimu Parties did not extract, manufacture, or otherwise directly participate in the production of the hemp products they marketed and sold on the Vivimu

Website. Instead, they bought their products from third-party suppliers and did not have firsthand knowledge of, or involvement with, those suppliers' processes.

18. Similarly, on both the Vivimu Website and the MC Nutraceuticals Website, the MC/Vivimu Parties represented that they operated from locations in Flower Mound, Texas and Argyle, Texas. But neither entity had physical operations or employees located in the state of Texas. At all relevant times, all Vivimu/MC employees and operations related to the manufacturing, distribution and/or sale of Cannabis products marketed and sold from the Vivimu Website and MC Nutraceuticals Website operated solely in and from the state of Colorado.

19. The MC/Vivimu Parties also represented that many of their products, such as their hemp-derived vape products, were assembled and distributed from various "fulfillment centers" located across the United States. But this was not accurate; again, the MC/Vivimu Parties' operations, including any fulfillment centers, were based solely in Colorado.

C. The Attorney General's Claims

20. The CCPA, C.R.S § 6-1-105(1)(b), prohibits a person in the course of the person's business, vocation, or occupation from "knowingly or recklessly mak[ing] a false representation as to the source, sponsorship, approval, or certification of goods...[.]"

21. The CCPA, C.R.S § 6-1-105(1)(d), prohibits a person in the course of the person's business, vocation, or occupation from "us[ing] deceptive representations or designations of geographic origin in connection with goods or services."

22. The CCPA, C.R.S § 6-1-105(1)(e), prohibits a person in the course of the person's business, vocation, or occupation from "knowingly or recklessly mak[ing] a false representation as to the characteristics, ingredients, uses, benefits, alterations, or quantities of goods, foods, services, or property...[.]"

23. The CCPA, C.R.S § 6-1-105(1)(sss), prohibits a person in the course of the person's business, vocation, or occupation from "violat[ing] [the CCPA] as it applies to hemp, industrial hemp, industrial hemp products, intoxicating hemp, adult use cannabis products, the plant cannabis sp., or anything derived from or produced from the plant cannabis sp."

24. The Attorney General alleges that MC/Nutra's conduct here violated at least these subsections of the CCPA.

25. The MC/Vivimu Parties deny their conduct violated the CCPA.

V. LEGAL AUTHORITY

26. C.R.S. § 6-1-110(2) authorizes the Attorney General to accept an assurance of discontinuance for any deceptive trade practice listed in Part 7 of the CCPA. Section 6-1-110(2) also allows the Attorney General to accept voluntary payment from the MC/Vivimu Parties of any costs of investigation and any action or proceeding by the Attorney General.

VI. CONSIDERATION

27. The Parties enter into this Assurance for the purpose of compromising and resolving all disputed claims and to avoid the expense of protracted litigation. This Assurance does not constitute an admission by the MC/Vivimu Parties of any violation of the CCPA, nor shall it be construed as an abandonment by the Attorney General of his claims that the MC/Vivimu Parties have violated the CCPA.

28. The MC/Vivimu Parties, collectively, shall pay civil penalties to the Attorney General in the amount of two-hundred and fifty thousand dollars (\$250,000.00). Payment shall be as follows:

- a. On or before July 1, 2025, the MC/Vivimu Parties shall pay a total of fifty thousand dollars (\$50,000.00) to the Colorado Department of Law.

- b. The Attorney General agrees to suspend the MC/Vivimu Parties' payment of the remaining two-hundred thousand dollars (\$200,000.00), in consideration of the MC/Vivimu Parties current efforts to come into full and complete compliance with the CCPA, if the MC/Vivimu Parties comply fully with the terms outlined in paragraphs 28 to 46.

29. Payment shall be in the form of a certified check, cashier's check, or money order made payable to the "Colorado Department of Law," shall reference "In the Matter of MC Nutraceuticals et al." and shall be delivered to: Colorado Department of Law, c/o Miriam Burnett, 1300 Broadway, 9th Floor, Denver, CO, 80203. All payments under paragraph 29 are to be held, along with any interest thereon, in trust by the Attorney General to be used in the Attorney General's sole discretion for reimbursement of the Attorney General's actual costs and attorneys' fees, the payment of restitution, if any, and for future consumer fraud or antitrust enforcement, consumer education, or public welfare purposes.

VII. FURTHER ASSURANCES OF THE MC/VIVIMU PARTIES

30. The duties, responsibilities, burdens, and obligations undertaken in connection with this Assurance shall apply to the MC/Vivimu Parties, and any of its principals, officers, directors, agents, employees, representatives, successors, affiliates, subsidiaries, contractors, and assignees.

31. The injunctive terms contained in this Assurance are entered pursuant to C.R.S. § 6-1-110.

A. Compliance with law

32. The MC/Vivimu Parties shall comply with the Colorado Consumer Protection Act with respect to any future business operations, of any kind or character whatsoever, being conducted in the state of Colorado. This includes any provisions of the CCPA specifically

referenced in this Assurance, as well as any others which are not referenced herein or included in the CCPA at a later date.

33. The MC/Vivimu Parties shall not make a misrepresentation that is capable of misleading the MC/Vivimu Parties' customers or consumers or fail to state a material fact if that failure is capable of misleading the MC/Vivimu Parties' customers or consumers, regarding the properties of its products that have not been independently verified as truthful and accurate.

34. The MC/Vivimu Parties shall not rely solely on the statements, documents, claims, or representations of third-party suppliers of raw materials or other ingredients as the basis for any specific statement, representation or other claim about the source, quality, characteristics, benefits, and/or ingredients of its products contained on its websites, product packaging, or other communications made available, published, and/or distributed to consumers.

35. The MC/Vivimu Parties, and their subsidiaries and affiliates, shall comply with all applicable provisions of any local, state, or federal law applicable to their business operations that are within the scope of this Assurance.

B. Agreement to obtain and maintain all permits and licenses

36. The MC/Vivimu Parties agree that they have or will obtain all required licensure and permits pertaining to any of their operations being conducted in the state of Colorado related to the manufacture, assembly, warehousing, import, export, co-packaging, sale, or distribution of any kind of hemp product, and shall maintain all such licenses and permits at all times.

37. Within thirty (30) days of the Effective Date of this Assurance, MC Vivimus, LLC and MC Nutraceuticals, PLLC, shall properly register with the Colorado Secretary of State to conduct their business operations in the state of Colorado. Additionally, any of the MC/Vivimu Parties that have previously filed official registration documents with the Colorado Secretary of

State, but which are claimed to be filed in error or that need some kind of correction, shall be fully corrected or otherwise amended to reflect their proper name and status with the Colorado Secretary of State. This includes, but is not limited to, the entity known as MC Nutraceuticals, LLC.

38. Upon written request by the Attorney General, the MC/Vivimu Parties shall provide, within ten (10) business days, copies of all past and/or current licenses and permits issued by any state agency, or any applications submitted for such licenses and permits to such state agency, as well as copies of all registration documents filed with the Secretary of State allowing for business operations to be conducted by the MC/Vivimu Parties in the state of Colorado for verification of compliance with this provision.

39. MC Botanicals, LLC specifically agrees that it shall not engage in the sale of any Cannabis products into the state of Colorado or otherwise conduct business within the state of Colorado.

C. Age verification requirements

40. Unless already implemented at the time of execution, within thirty (30) days of the Effective Date, the MC/Vivimu Parties shall develop and implement an age-verification policy that prevents minors from being able to purchase their hemp products from the Vivimu Website, or any affiliated or subsequently created website that is owned or operated by the MC/Vivimu Parties and engaged in the sale of any kind of hemp products directly to consumers.

D. Website requirements

41. Within thirty (30) days of the Effective Date, the MC/Vivimu Parties shall remove any statements or representations contained on either the MC Nutraceuticals Website or the Vivimu Website which refer to any of the following, and upon the Effective Date of this Assurance, agree to refrain from making any future statements or representations referring to the same:

- a. any statement or representation that the MC/Vivimu Parties are directly involved in the manufacturing or extraction of hemp extracts used in the finished hemp products marketed that are marketed and/or sold to consumers;
- b. any statement or representation that their products are “organic” or otherwise manufactured or produced using “organic” ingredients that are marketed and/or sold to consumers unless they are USDA certified organic; and
- c. any statement or representations that would be considered a health claim, of any kind or character, about any of their products, unless those health claims are otherwise expressly allowed under the laws, rules, and regulations of the state of Colorado and all other federal laws, rules, or regulations that may otherwise apply to operations being conducted in the state of Colorado.

42. For any website operated by MC Botanicals LLC and any marketing, advertisements or solicitations related to products marketed and sold by MC Botanicals LLC a notice shall be placed on the homepage of any website and on any marketing, advertisements or solicitations sent by MC Botanicals LLC stating, “No Sales to Colorado”.

E. Notice of change of address

43. Bret Worley shall notify the Attorney General via the email addresses listed below of any change of residence within 30 days of that change.

F. Compliance with auto-subscription laws

44. The MC/Vivimu parties agree to adhere to any applicable law, rule or regulation related to the offering of any auto-subscribe or auto-renewal option for the purchase of any goods or services by any consumer from any website operated by the MC/Vivimu Parties. This includes

full and complete compliance with the provisions of C.R.S. 6-1-732 regarding Automatic Renewal Contracts.

G. No use of third parties or persons to violate the terms of this Assurance

45. Neither Bret Worley, Jeff Worley, nor any other officer, owner, director, manager or employee of the MC/Vivimu Parties, shall use any third persons or parties to violate the terms and conditions of this Assurance, which includes, but is not limited to, the use of any other associated entities or businesses, to engage in any conduct that is not in full compliance with this Assurance, such as the use of any alternate spellings or change in the classification or type of entity for any entity named or included in the MC/Vivimu Parties.

VIII. RELEASE

46. The Attorney General acknowledges by his execution hereof that this Assurance constitutes a complete settlement and release of all claims under the CCPA on behalf of the Attorney General against the MC/Vivimu Parties with respect to all claims, causes of action, damages, fines, costs, and penalties that were asserted or could have been asserted under the CCPA for the conduct described in this Assurance, which arose prior to the Effective Date and relates to or is based upon the acts or practices that are the subjects of this Assurance, including, without limitation, acts or practices: (i) that the MC/Vivimu Parties or their attorneys disclosed to the Attorney General during the course of his investigation; (ii) set forth in any Civil Investigation Demand Letter(s) issued by the Attorney General to the MC/Vivimu Parties; (iii) set forth in any settlement outline(s) issued by the Attorney General to the MC/Vivimu Parties; or (iv) any other investigation by the Attorney General related to the MC/Vivimu Parties that occurred on or before the Effective date, whether or not such investigation is specifically outlined in this Assurance. The Attorney General agrees that, except as provided in the following paragraph, he shall not proceed

with or institute any civil action or proceeding under the CCPA against the MC/Vivimu Parties for any conduct or practice prior to the Effective Date that relates to the subject matter of this Assurance.

47. Nothing herein precludes the Attorney General from enforcing this Assurance, or from pursuing any law enforcement action under the CCPA with respect to the acts or practices of the MC/Vivimu Parties not covered by this Assurance or any of the MC/Vivimu Parties' acts or practices after the Effective Date. Nothing herein shall be construed to be a waiver or limitation of the MC/Vivimu Parties' legal rights, remedies, or defenses in connection with any claim, matter, or suit related to the subject matter of this Assurance other than an action by the Attorney General to enforce the provisions of this Assurance.

X. ENFORCEMENT

The obligations set forth in this Assurance are continuing.

48. The Parties consent to venue and jurisdiction for any proceeding necessary to enforce the terms of this Assurance within the District Court of Denver County, Colorado.

49. A violation of any terms of this Assurance shall constitute a prima facie violation of the CCPA under C.R.S. § 6-1-110(2). If the Attorney General believes that the MC/Vivimu Parties have violated any term of this Assurance, the Attorney General shall be entitled to file a civil action pursuant to § 6-1-110(2) of the CCPA and seek an injunction or other appropriate relief from such court to enforce provisions of this Assurance.

50. In any such action, upon the Attorney General showing, by a preponderance of the evidence, a material violation of this Assurance by the MC/Vivimu Parties, the MC/Vivimu Parties stipulate to: (1) a judgment in the amount of two-hundred thousand dollars (\$200,000.00), which reflects the suspended payment described in paragraph 28(b); and (2) an order converting this

Assurance into a permanent injunction against the MC/Vivimu Parties. The Attorney General may seek, and the Court may enter, any additional remedies, including but not limited to additional monetary remedies, that are deemed proper. The MC/Vivimu Parties agree to waive any counterclaims that they may have had with respect to the subject matter of this Assurance and agree to limit any defenses to: (1) whether a violation has occurred; and (2) the remedies for the violation. Provided, however, the Attorney General shall notify the MC/Vivimu Parties at least thirty (30) days in advance of any such filing and the Parties agree to meet and confer and engage in good faith negotiations to attempt to address the Attorney General's concerns.

XI. MISCELLANEOUS PROVISIONS

51. This Assurance is the final, complete, and exclusive statement of the Parties' agreement on the matters contained herein, and it supersedes, terminates, and replaces any and all previous negotiations, agreements, and instruments as may exist between the Parties. Other than any representation expressly stated in this Assurance, the Parties have not made any representations or warranties to each other, and no Party's decision to enter into this Assurance is based upon any statements by any other Party outside of those in this Assurance. No change or modification of this Assurance shall be valid unless in writing and signed by all Parties. If any provision(s) of this Assurance is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

52. This Assurance shall neither create nor waive or otherwise affect any private rights or remedies of any third parties nor waive any rights, remedies, or defenses of the Parties with respect to any third parties. Under no circumstances shall this Assurance or the name of the Attorney General or any of the Attorney General's employees or representatives be used by the

MC/Vivimu Parties or any person under their direction or control to suggest the Attorney General's endorsement of the MC/Vivimu Parties' past, present, or future conduct.

53. Nothing herein relieves the MC/Vivimu Parties of their duty to comply with all applicable laws, regulations, or rules of the State of Colorado nor constitutes authorization by the Attorney General for the MC/Vivimu Parties to engage in acts and practices prohibited by such laws.

54. The MC/Vivimu Parties acknowledge that it is the Attorney General's position that an agreement restraining certain conduct by a party does not prevent the Attorney General from addressing later conduct that could have been prohibited, but was not, in the earlier agreement, unless the earlier agreement expressly limited the Attorney General's enforcement options in that manner. Therefore, nothing herein shall be interpreted to prevent the Attorney General from taking enforcement action to address conduct occurring after the Effective Date that the Attorney General believes to be in violation of the law. The fact that such conduct was not expressly prohibited by the terms of this Assurance shall not be defense to any such enforcement action.

55. The terms and provisions of this Assurance may be enforced by the current Colorado Attorney General, and by any of his duly authorized agents or representatives, as well as by any of his successors-in-interest, and by any of his successors-in-interest's agents or representatives.

56. Pursuant to C.R.S. § 6-1-110(2), this Assurance shall be a matter of public record.

57. The MC/Vivimu Parties acknowledge that they had a full opportunity to review this Assurance and consult with legal counsel regarding it. The undersigned representatives of the MC/Vivimu Parties agree and represent that they have read and understood this Assurance, accept the legal consequences involved in signing it, and that there are no other representations,

agreements, or understandings between the Attorney General and the MC/Vivimu Parties that are not stated in writing herein.

58. This Assurance may be signed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the Assurance. Electronic copies of this Assurance and the signatures hereto may be used with the same force and effect as an original.

XII. NOTICE

59. All notices regarding this Assurance shall be sent by certified mail, return receipt requested or reputable overnight delivery service (e.g. FedEx, UPS) at the addresses set forth below unless any Party notifies the other Parties in writing of another address to which notices should be provided:

Bret Worley
14828 West 6th Avenue
Suite 3b
Golden, Colorado 80401

With copies to legal counsel by Regular U.S. Mail and email:

Brownstein Hyatt Farber Schreck
Attn: Joshua Weiss, jweiss@bhfs.com
Attn: Jason Dunn, jdunn@bhfs.com
675 15th Street Suite 29000
Denver, Colorado 80202

If to the Attorney General:

Colorado Attorney General
1300 Broadway, 9th Floor
Denver, Colorado 80203
Attn: Nathan Mattison, Assistant Attorney General II, nathan.mattison@coag.gov
Attn: Ryan S. Miller, Assistant Attorney General II, ryan.miller@coag.gov

60. The effective date of this Assurance shall be May 14, 2025.

[Signatures appear on the following page(s)]

STATE OF COLORADO:

**PHILIP J. WEISER,
ATTORNEY GENERAL**

By:

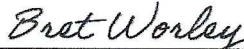


Nathan Mattison
Assistant Attorney General II
Attorney Reg. No. 59034



Ryan Miller
Assistant Attorney General II
Attorney Reg. No. 59026

THE MC VIVIMU PARTIES

By: 

Name: Bret Worley, in his individual
capacity

By: 

Name: Jeff Worley, in his individual
capacity

MC Global, LLC

By: 

Name:
Title: Bret Worley
President

MC Nutraceuticals, PLLC

By: 

Name:
Title: Bret Worley
President

MC Vivimus, LLC

By: 

Name:
Title: Bret Worley
President

MC Distribution LLC

By: 

Name:
Title: Bret Worley
President

By: 

Joshua Weiss, Attorney Reg. No. 49758

Jason Dunn, Attorney Reg. No. 33011

Attorneys for MC/Vivimu Parties