

DISTRICT COURT, COUNTY OF LARIMER, COLORADO 201 La Porte Ave, Suite 100 Ft. Collins, CO 80521	<p style="text-align: center;">^ COURT USE ONLY ^</p> <p>Case No.</p> <p>Div.:</p>
<hr/> STATE OF COLORADO, <i>ex rel</i> PHILIP J. WEISER, ATTORNEY GENERAL, Plaintiff v. 4AHEALTHIERU, CORP., d/b/a LOVELAND MEDICAL CLINIC, IV HYDRATION SOLUTION, AND IV THERAPY PROS, a Colorado corporation, and SIEGFRIED EMME, an individual. Defendants	
FINAL CONSENT JUDGMENT	

This matter is before the Court on the Parties’ Stipulation for Entry of a Final Consent Judgment. The Court has reviewed the Stipulation and the Complaint filed in this action (“Complaint”) and is otherwise advised on the grounds therefore. The Court concludes that good cause has been shown for entering this Final Consent Judgment.

Accordingly, IT IS ORDERED that:

I. GENERAL PROVISIONS

1. Release of Claims. The State of Colorado, *ex. rel.* Philip J. Weiser, Attorney General (hereinafter the “STATE”), acknowledges by its execution hereof that (a) this Final Consent Judgment constitutes a complete settlement and release of all civil claims, causes of action, or proceedings under the Colorado Consumer Protection Act (“CCPA”) or the common law on behalf of the STATE against

Defendants 4AHealthierU, Corp., d/b/a Loveland Medical Clinic, IV Hydration Solution, and IV Therapy Pros; and Siegfried Emme (“Released Parties”), including but not limited to claims, causes of action or proceedings seeking restitution, injunctive relief, damages, fines, penalties, attorneys’ fees, or costs, based on conduct, practices, facts or events that occurred prior to the entry of this Final Consent Judgment and were asserted or could have been asserted under the CCPA or the common law in the Complaint, relating to or based upon the acts or practices that are the subject of the Complaint (the “Released Claims”); and (b) the STATE shall not proceed with or institute any civil action or proceeding against the Released Parties based on the Released Claims.

2. Preservation of Certain Law Enforcement Actions. Nothing herein precludes the STATE from enforcing the provisions of this Final Consent Judgment, from pursuing any non-CCPA or non-common law enforcement action, or from pursuing any law enforcement action under the CCPA or the common law with respect to the acts or practices of Defendants not covered or released by this Final Consent Judgment or any acts or practices of Defendants conducted after the entry of this Final Consent Judgment.

3. Compliance with and Application of State Law. Nothing herein relieves Defendants of their duty to comply with applicable laws of the State of Colorado or constitutes authorization by the STATE for Defendants to engage in acts and practices prohibited by such laws. This Final Consent Judgment shall be governed by the laws of the State of Colorado.

4. Non-Approval of Conduct. Nothing herein constitutes approval by the STATE of Defendants' past or future business practices. Defendants shall not make any representation contrary to this paragraph.

5. No Admission. The parties enter into this Final Consent Judgment as a compromise and settlement of all disputed claims. This Final Consent Judgment is entered into without adjudication of any issue of fact or law or finding of liability of any kind, and nothing contained in this Final Consent Judgment shall be construed or deemed an admission by Defendants of any wrongdoing or any violation of state or federal law or regulation.

6. No Creation or Waiver of Private Claims. Unless otherwise noted, nothing herein shall be construed as a waiver of any private rights, causes of action, or remedies of any person against Defendants with respect to the acts and practices covered by this Final Consent Judgment. This Assurance also does not create any private right, cause of action or remedy for any third party with respect to the acts and practices covered herein.

7. No Third-Party Beneficiaries Intended. This Assurance is for the benefit of the parties only and does not create or confer rights or remedies upon any other person, including rights as a third-party beneficiary. This Assurance does not create a private right of action on the part of any person or entity, whether to enforce this Assurance or otherwise, other than the parties hereto and their successors in interest.

8. Use of Settlement as Defense. Defendants acknowledge that it is the STATE's customary position that an agreement restraining certain conduct on the part of a defendant does not prevent the STATE from addressing later conduct that could have been prohibited, but was not, in the earlier agreement, unless the earlier agreement expressly limited the STATE's enforcement options in that manner. Therefore, nothing herein shall be interpreted to prevent the STATE from taking enforcement action to address conduct occurring after the entry of this Final Consent Judgment that the STATE believes to be in violation of the law. The fact that such conduct was not expressly prohibited by the terms of this Final Consent Judgment shall not be a defense to any such enforcement action.

9. Use of Settlement in Business Activity. Under no circumstances shall this Final Consent Judgment or the name of the Attorney General or any of the STATE's employees or representatives be used by Defendants or any of their employees, representatives, or agents as an endorsement of any conduct, past or present, by Defendants.

10. Retention of Jurisdiction. This Court shall retain jurisdiction over this matter for the purpose of enabling any party to this Final Consent Judgment to apply to the Court at any time for any further orders which may be necessary or appropriate for the construction, modification or execution of this Final Consent Judgment, and for the enforcement of compliance herewith and the punishment of violations hereof.

11. Violations of Consent Judgment. The parties understand and agree that a finding of any violation of any term or provision of this Final Consent Judgment

may give rise to all contempt remedies available to the Court and all remedies provided under C.R.S. § 6-1-112(1)(b).

12. Execution in Counterparts. This Final Consent Judgment may be executed in counterparts.

13. Severability. If any provision(s) of this Final Consent Judgment is held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. Successors in Interest. The terms and provisions of this Final Consent Judgment 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.

15. Amendment. This Final Consent Judgment may be amended solely by written agreement signed by the STATE and Defendants.

16. Complete Agreement. This Final Consent Judgment represents the entire agreement between the parties hereto and a complete merger of prior negotiations and agreements. No other written or oral terms or agreements exist between the parties except for those contained in this Assurance.

17. Attorneys' Fees and Costs. Except as otherwise provided herein, each party shall bear its own attorneys' fees and costs in connection with this matter.

18. Voluntary Agreement. Defendants acknowledge that they have had an adequate opportunity to review this Final Consent Judgment and consult with legal

counsel in connection with the negotiation, drafting, and execution of this Assurance. Each party and signatory to this Final Consent Judgment represents that he, she, or it freely and voluntarily enters into this Final Consent Judgment without any degree of duress or compulsion.

19. Final Consent Judgment Jointly Drafted. For purposes of construing this Final Consent Judgment, this Final Consent Judgment shall be deemed to have been drafted jointly by both parties and, in the event of any dispute arising out of this Final Consent Judgment, shall not be construed against or in favor of any party.

20. Notice. Any notices sent to Defendants pursuant to this Final Consent Judgment shall be sent to Siegfried Emme, 4105 Plum Creek Dr., Loveland, CO 80538 and Nicholas H. Ores, Esq., PO Box 7696, Loveland, CO 80537. Any notice sent to the STATE pursuant to this Final Consent Judgment shall be sent to Mark T. Bailey, Senior Assistant Attorney General, Abigail Hinchcliff, First Assistant Attorney General, and Mica Moore, Program Assistant, Consumer Fraud Unit, 1300 Broadway, Ste. 700, Denver, Colorado 80203.

II. INJUNCTION

21. Defendants, including their officers, employees, agents, independent contractors, affiliates, and those acting in concert with Defendants, shall comply with the following terms and provisions.

22. Defendants shall not:

- a. make any false or misleading statement of material fact, or omit any material fact, in connection with their sale of health or medical services

in Colorado;

- b. make false, misleading, or unsubstantiated representations about the effectiveness of their therapies as treatments or preventative measures for COVID-19. This includes but is not limited to false, misleading, or unsubstantiated representations relating to Ivermectin, the MATH+ protocol, the I-Mask protocol, or intravenous vitamin therapy as treatments or preventative measures for COVID-19.
- c. make false, misleading, or unsubstantiated representations about the results, findings or conclusions of any clinical, experimental, or epidemiological studies of the effectiveness of Ivermectin, the MATH+ protocol, the I-Mask protocol, or intravenous Vitamin C therapy as treatments or preventative measures for COVID-19. This includes but is not limited to false or misleading representations related to randomized clinical trials (RCTs), observational controlled trials (OCTs), case studies, metaanalyses, and epidemiological studies.

23. Defendants shall clearly and conspicuously disclose, in close proximity to any representations relating to their ability to treat or prevent COVID-19, including but not limited to Ivermectin, the MATH+ protocol, the I-Mask protocol, or intravenous vitamin therapy:

- a. Whether the treatment or preventative measure is approved by the Food and Drug Administration (FDA);

- b. Whether the treatment or preventative measure is recommended by National Institutes of Health (NIH);
- c. Any warnings or advisories by any federal or state government agency (including but not limited to the FDA and the NIH) relating to the treatment or preventative measure.
- d. Unless the treatment or preventative measure is approved by the FDA or recommended by the NIH, the fact that the treatment is an “experimental treatment.”

III. MONETARY PROVISIONS

24. Defendants shall pay to the STATE \$40,000 as follows: a) \$10,000.00 within ten days of entry of this Final Consent Judgment; b) \$10,000.00 within 6 months after the entry of this Final Consent Judgment; and C) the sum of \$20,000.00, which shall be suspended pending compliance by Defendants, jointly and severally, with this Final Consent Judgment. In the event of a finding that Defendants, jointly or severally, violated this Judgment, then in addition to any other penalties or remedies as may be imposed, the sum of \$20,000.00 shall become due and payable by Defendants to the STATE.

25. All payments to the STATE under this Section III 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 State’s actual costs and attorneys’ fees, and for future consumer fraud or antitrust enforcement, consumer education, or public welfare purposes. All payments to the STATE shall be made payable to the

Colorado Department of Law with a reference to “*State v. 4AHealthierU Corp. et al.*”, and shall be delivered to:

Mica Moore, Program Manager
Consumer Fraud Unit
1300 Broadway – 7th Floor
Denver, Colorado 80203

IV. Compliance Reporting and Recordkeeping

26. On the first and third anniversaries of the entry of this Final Consent Judgment, Defendants must submit reports, sworn under penalty of perjury by an individual or individuals with authority to bind each and every Defendant, regarding their compliance with the provisions of this Final Consent Judgment during the period covered by each report.

27. The reports must:

- a. Identify the primary postal and email address and telephone number, as designated points of contact, which the STATE may use to communicate with Defendants in connection with this Final Consent Judgment;
- b. Identify all of Defendants’ business entities that offer goods and services to Colorado consumers by their names, telephone numbers, and physical, postal, email, and internet addresses;
- c. Describe the activities of each such business entity, including the goods and services offered and the means of advertising, marketing, and sales;
- d. State whether Defendants in compliance with paragraphs 21-23 of this Final Consent Judgment;

- e. Identify and describe the circumstances of any failure to comply with paragraphs 21-23 of this Final Consent Judgment.

V. Compliance Monitoring

28. The STATE may monitor Defendants' compliance with this Final Consent Judgment, including as follows.

29. Defendants agree to cooperate with any proceedings or investigations arising out of the STATE's monitoring or investigation of compliance with this Final Consent Judgment. This includes submission of additional compliance reports or other requested information, producing documents in response to Civil Investigative Demands ("CIDs"), and making Emme and other employees available for sworn testimony in CID Hearings within a reasonable timeframe and reasonable scope as set forth in the STATE's request or CID and permitted by Colorado law.

30. The STATE may use all other lawful means, including posing, through its representatives, as consumers or potential consumers of Defendants' goods or services, without the necessity of identification or prior notice.

VI. Execution

31. This Final Consent Judgment may be executed simultaneously or in counterparts, each of which shall be deemed to be an original, and may be completed by exchange of counterparts. Signatures received via PDF scanned electronic file shall be deemed to be original signatures.


SO ORDERED and SIGNED this ____ day of September 2021.

By the Court:

District Court Judge

APPROVED:

DEFENDANT, 4AHEALTHIERU, CORP., d/b/a. LOVELAND
MEDICAL CLINIC,

By:  Date: Sept 21 2021

Siegfried Emme
Owner

DEFENDANT: SIEGFRIED EMME

By:  Date: Sept 21 2021

Siegfried Emme

JSR

APPROVED:

PLAINTIFF, THE STATE OF COLORADO:

Philip J. Weiser
Attorney General of Colorado

s/ Mark T. Bailey

Mark T. Bailey
Senior Assistant Attorney General II
Office of the Attorney General
1300 Broadway Street
Denver, Colorado 80203

Abigail M. Hinchcliff
First Assistant Attorney General
Office of the Attorney General
1300 Broadway Street
Denver, Colorado 80203

JR