STATE OF COLORADO
OFFICE OF THE ATTORNEY GENERAL

ASSURANCE OF DISCONTINUANCE

IN THE MATTER OF AIH ENTERPRISES LLC

This Assurance of Discontinuance ("Assurance") is entered into between Philip J. Weiser, Attorney General for the State of Colorado ("the Attorney General"), in his official law enforcement capacity, and AIH ENTERPRISES LLC (D/B/A Smokin' Genie), and Ambreen Vazir, individually (referred to collectively as "Smokin' Genie 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 Smokin' Genie (collectively the "Parties") regarding the Attorney General's allegations that Smokin' Genie's business practices violated the Colorado Consumer Protection Act ("CCPA").

I. INTRODUCTION

1. The Smokin' Genie Parties were engaged in the sale of smoking paraphernalia, tobacco, and Kratom Products, which they have sold to retail customers through their brick-and-mortar shop in Ft. Collins, Colorado between 2024 and March 2026.

2. The Attorney General alleges that the Smokin' Genie Parties sold Kratom Products in a manner that violated Colorado law, including by (1) failing to use the proper labeling and disclosures required by law, and (2) selling those products to a minor under the age of 21 years old.

3. This Assurance resolves the dispute between the Attorney General and Smokin' Genie Parties regarding Smokin' Genie Parties' alleged violations of Colorado's laws pertaining to the sale of Kratom Products.

II. PARTIES

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

5. AIH ENTERPRISES LLC is a Colorado limited liability company with the registered principal office address of 6650 W. 120th Avenue, Broomfield, Colorado 80020, which operates in the state of Colorado as the store Smokin' Genie located at 604 S. Mason Street, Fort Collins, Colorado 80524.

6. Ambreen Vazir is an individual residing in Florida and is the founder and owner of AIH ENTERPRISES LLC and Smokin' Genie.

III. DEFINITIONS

7. The term "Effective Date" means the first date upon which both Parties have executed this Assurance.

8. "Kratom Product" has the meaning contained in C.R.S § 6-1-740(1)(f), "a food or dietary supplement that consists of, or contains, any part of a kratom leaf, a kratom leaf extract, or any kratom alkaloid, kratom constituent, or kratom metabolite and does not include any synthesized alkaloids or semi-synthesized alkaloids."

9. "Restricted Products" as used herein, includes Cannabis, or any other nootropic, supplement, nutraceutical, intoxicating, psychoactive and/or psychedelic substances. For purposes of this Assurance, this would include, but is not limited to, the following substances, or any derivative(s) thereof: Kratom; 7-Hydroxymitragynine; Muscimol; Ibotenic Acid; Alpha-Amantin; Kanna; Kava; and all Natural or Synthetic Tryptamines, including Unmethylated Tryptamines, Monomethyltryptamines, Dimethyltryptamines, and Trimethyltryptamines.

10. Unless otherwise specified, all definitions found in C.R.S. § 6-1-102, § 6-1-105(1), and § 6-1-740 are incorporated herein, and any term defined in those Sections shall have the same meaning when used in this Assurance.

IV. ATTORNEY GENERAL'S ALLEGATIONS

A. Smokin' Genie Parties failed to properly label their Kratom Products and illegally sold Kratom Products to a minor under twenty-one years of age.

11. The Attorney General alleges that Smokin' Genie Parties sold Kratom Products that did not fully comply with the labeling and disclosures required under Colorado law.

12. The CCPA, C.R.S § 6-1-740(2)(b) prohibits any person from knowingly selling a Kratom Product that does not have a label that clearly and conspicuously sets forth on the retail package information that includes, among other things: the name and address of the manufacturer, the full list of ingredients, directions pertaining to recommended serving sizes, disclosures advising against use by individuals who are pregnant, under twenty-one years of age, or breastfeeding, that kratom may be habit forming, and that it may interact with certain medications. The Attorney General alleges that the Smokin' Genie Parties sold Kratom Products that failed to comply with these labeling requirements.

13. The Attorney General further alleges that Smokin' Genie Parties sold Kratom Products to a minor who was under twenty-one years of age.

14. The CCPA, C.R.S § 6-1-740(2)(a) prohibits any person from knowingly selling a Kratom Product to a person under twenty-one years of age.

15. The Attorney General alleges that Smokin' Genie Parties' conduct here violated at least these subsections of the CCPA.

16. The Smokin' Genie Parties deny their conduct violated the CCPA.

V. LEGAL AUTHORITY

17. 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 Smokin' Genie of any costs of investigation and any action or proceeding by the Attorney General.

VI. CONSIDERATION

18. The Parties enter 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 Smokin' Genie Parties of any violation of the CCPA, nor shall it be construed as an abandonment by the Attorney General of his claims that the Smokin' Genie Parties have violated the CCPA.

19. The Smokin' Genie Parties, collectively, shall pay the Attorney General two-hundred thousand dollars ($200,000.00). However, the Attorney General agrees to suspend this payment if the Smokin' Genie Parties comply fully with the terms outlined in paragraphs 21 to 29.

20. Due to the public interest nature of the Attorney General's claims in this matter, the Smokin' Genie Parties hereby specifically agree and stipulate that any monetary obligation imposed hereunder constitutes a debt for a fine, penalty, or forfeiture payable to and for the benefit of a governmental unit, is not compensation for actual pecuniary loss, and is specifically non-dischargeable under 11 U.S.C.A § 523(a)(7).

VII. FURTHER ASSURANCES OF SMOKIN' GENIE

21. The duties, responsibilities, burdens, and obligations undertaken in connection with this Assurance shall apply to the Smokin' Genie Parties, and any of their principals, officers,

directors, agents, employees, representatives, successors, affiliates, subsidiaries, contractors, and assignees.

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

A. Cessation of Smokin' Genie Operations and Destruction of Inventory

23. Smokin' Genie Parties shall permanently cease operation of AIH ENTERPRISES LLC, which has operated or currently operates under the business name "Smokin' Genie" on or before May 31, 2026. This includes, but is not limited to, shutting down the store located at 604 S. Mason St., Fort Collins, CO 80524; ceasing any business related to Smokin' Genie; and surrendering its existing tobacco and liquor licenses held with the State of Colorado. During the wind down period, the Smokin' Genie Parties may sell any remaining inventory located at 604 S. Mason St., Fort Collins, CO 80524, so long as such sales are consistent with Colorado law, except that no Kratom Products may be sold or transferred under any circumstance and must be disposed of pursuant to Section 24 below.

24. The Smokin' Genie Parties agree that within seven (7) days of executing this Assurance, they shall dispose of all Kratom Products, and any other products that would be violative of the CCPA, by destroying those products in a manner that renders them unfit for human consumption.

B. Five-year Ban on Selling Restricted Products

25. Starting June 1, 2026, through and including May 31, 2031, the Smokin' Genie Parties are prohibited from engaging in any business in Colorado related to the advertising, marketing, cultivation, processing, manufacturing, handling, labeling, packaging, distribution, and/or sale of Restricted Products.

26. Upon satisfaction of the following conditions, the Smokin' Genie Parties may resume engaging in lawful business related to Restricted Products after April 30, 2031 in Colorado:

a. Any such Restricted Products must be legal under the laws, rules, and regulations of the state of Colorado, including any state agency with jurisdiction over the import, manufacture, storage, assembly, handling, distribution, or sale of the product.

b. The Smokin' Genie Parties shall pay twenty thousand dollars ($20,000.00) to the Attorney General. 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 Smokin' Genie," and shall be delivered to: Colorado Department of Law, c/o Miriam Burnett, 1300 Broadway, 9th Floor, Denver, CO, 80203. All payments under paragraph 26(b) 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, and for future consumer fraud or antitrust enforcement, consumer education, or public welfare purposes.

c. If the $20,000.00 payment is made, it shall be deducted from the suspended payment amount of $200,000.00, for a new suspended payment amount of one-hundred and eighty thousand dollars ($180,000.00).

C. Age-Restricted Sales Compliance

27. Any business operated by Ambreen Vazir in Colorado, if there are laws, rules, ordinances, or regulations that restrict customers based on their age, must include an age-verification system that prevents a minor from purchasing its products. This includes, but is not

limited to, using a program that requires customers to include information from their government identification that is cross-referenced to ensure the validity of their age.

D. Notice of Change of Address

28. Ambreen Vazir shall notify the Attorney General via the email addresses listed below of any change of residence within 30 days of that change.

E. No Use of Third Parties or Persons to Violate the Terms of this Assurance

29. Neither Ambreen Vazir, nor any other officer, owner, director, manager or employee of the Smokin' Genie Parties, shall use any third persons or parties to violate the terms and conditions of this Assurance. This 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.

VIII. RELEASE

30. 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 Smokin' Genie 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 Smokin' Genie Parties or their attorney 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 Smokin' Genie Parties; (iii) set forth in any settlement outline(s) issued by the Attorney General to the Smokin' Genie Parties; or (iv) any other investigation by the Attorney General related to the Smokin' Genie 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 Smokin' Genie Parties for any conduct or practice prior to the Effective Date that relates to the subject matter of this Assurance.

31. Notwithstanding any term of this Assurance, any and all of the following forms of liability are specifically reserved and excluded from the release contained herein:

a. Any criminal liability that any person or entity, including Defendants or any Released Party, has or may have to the State of Colorado;

b. Any civil or administrative liability that any person or entity, including Defendants and those working in conjunction with Defendants, may have to the State of Colorado under any statute, regulation, or rule not expressly released here, including but not limited to:

i. State or federal antitrust violations;

ii. State or federal securities violations; or

iii. Federal, state, or local tax liability.

32. 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 Smokin' Genie Parties not covered by this Assurance or any of the Smokin' Genie Parties' acts or practices after the Effective Date. Nothing herein shall be construed to be a waiver or limitation of the Smokin' Genie 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.

IX. ENFORCEMENT

33. The obligations set forth in this Assurance are continuing.

34. 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.

35. 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 Smokin' Genie 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.

36. In any such action, upon the Attorney General showing, by a preponderance of the evidence, a material violation of this Assurance by the Smokin' Genie Parties, the Smokin' Genie Parties stipulate to: (1) an immediate and uncontestable judgment in the amount of two-hundred thousand dollars ($200,000.00), minus any amounts paid described in paragraph 26 above; and (2) an order converting this Assurance into a permanent injunction against the Smokin' Genie Parties. Any additional payments made pursuant to this paragraph 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.

37. 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 Smokin' Genie 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, that the Attorney General shall notify the Smokin' Genie 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.

X. MISCELLANEOUS PROVISIONS

38. 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.

39. 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 Smokin' Genie Parties or any person under their direction or control to suggest the Attorney General's endorsement of the Smokin' Genie Parties' past, present, or future conduct.

40. Nothing herein relieves the Smokin' Genie 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 Smokin' Genie Parties to engage in acts and practices prohibited by such laws.

41. The Smokin' Genie Parties acknowledge 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.

42. 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.

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

44. The Smokin' Genie Parties acknowledge that they have had a full opportunity to review this Assurance and consult with legal counsel regarding it. The undersigned representatives of the Smokin' Genie 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 Smokin' Genie Parties that are not stated in writing herein.

45. 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.

XI. NOTICE

46. 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:

Ambreen Vazir
2532 Silvermoss Dr.
Wesley Chapel, Florida 33544

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

Rachael Z. Ardanuy, Esq.
126 W. Harvard Street, Suite 2A
Fort Collins, CO 80525

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

[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
Date: 5/20/26

SMOKIN' GENIE PARTIES

By:

Name: Ambreen Vazir, in her individual capacity
Date: 5/19/2026

AIH ENTERPRISES LLC

By:

Name:
Title:
Date: 5/19/2026

By:

Rachael Z. Ardanuy
Attorney Reg. No. 47249
Attorneys for Smokin' Genie Parties