17th JUDICIAL DISTRICT COURT 1100 Judicial Center Dr. Brighton, CO 80601	DATE FILED December 10, 2025 8:23 AM FILING ID: E8C7ADAB64DB7 CASE NUMBER: 2024CV31760
STATE OF COLORADO *ex rel.* PHILIP J. WEISER, ATTORNEY GENERAL, Plaintiff, v. DANE SNOVER, and FOXHOLE FARMS LLC, Defendants.	**▲COURT USE ONLY▲**
	Case No.: 2024CV31760 Div.: A

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 in the grounds therefore. The Court concludes that good cause has been shown for entering this Final Consent Judgment.

Accordingly, IT IS ORDERED that:

GENERAL PROVISIONS

1.1 Scope of Final Consent Judgment. The provisions of this Final Consent Judgment are entered pursuant to the Colorado Consumer Protection Act, C.R.S. §§ 6-1-101, *et seq*. ("CCPA").

1.2 Release of Claims. The Attorney General acknowledges by its execution hereof that this Final Consent Judgment constitutes a complete settlement and release of all claims under the

CCPA on behalf of the Attorney General against Defendants Foxhole Farms, LLC and Dane Snover (d/b/a "Foxhole Farms", collectively "Defendants"), with respect to all claims, causes of action, damages, fines, costs, and penalties which were asserted or could have been asserted under the CCPA in the Complaint, that arose prior to this date and relating to or based upon the acts or practices which are the subject of the Complaint filed in this action. The Attorney General agrees that it shall not proceed with or institute any civil action or proceeding under the CCPA against Defendants, including, but not limited to, an action or proceeding seeking restitution, injunctive relief, fines, penalties, attorneys' fees, or costs, for any conduct or practice prior to the date of entry of this Final Consent Judgment which relates to the subject matter of the Complaint filed in this action.

1.3 Liability. All Parties are entering into this Final Consent Judgment for the purpose of compromising and resolving all of the disputed claims. Nothing 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. Defendants expressly deny any liability or wrongdoing and are entering into this Final Consent Judgment to avoid further inconvenience and costs of litigation.

1.4 Preservation of Law Enforcement Action. Nothing herein precludes the Attorney General from enforcing the provisions of this Final Consent Judgment, or from pursuing any law enforcement action under the CCPA with respect to the acts or practices of Defendants not covered by this Complaint and Final Consent Judgment or any acts or practices of Defendants conducted after the entry of this Final Consent Judgment.

1.5 Compliance with and Application of State Law. Nothing herein relieves Defendants of their duty to comply with applicable laws of the State of Colorado nor constitutes

authorization by the Attorney General 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.

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

1.7 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.

1.8 Use of Settlement as Defense. Defendants acknowledge that it is the Attorney General's customary position that an agreement restraining certain conduct on the part of a defendant 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 entry of this Final Consent Judgment 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 Final Consent Judgment shall not be a defense to any such enforcement action.

1.9 Use of Settlement in Business Activity. Under no circumstances shall this Final Consent Judgment, the name of the Attorney General, or the names of any of the Attorney

General'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.

1.10 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.

1.11 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, including those provided under C.R.S § 6-1-112(1)(b).

1.12 Execution in Counterparts. This Final Consent Judgment may be executed in counterparts. Signatures received via PDF scanned electronic file shall be deemed to be original signatures.

1.13 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.

1.14 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 the Attorney General's authorized agents or representatives, as well as by any of the Attorney General's successors in interest, agents, or representatives.

1.15 Amendment. This Final Consent Judgment may be amended by the Court or by written agreement signed by the Attorney General and Defendants.

1.16 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 Final Consent Judgment.

1.17 Public Record. Pursuant to § 6-1-112(2), C.R.S. (2019), this Final Consent Judgment shall be a matter of public record.

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

1.19 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 Final Consent Judgment. Each party and signatory to this Final Consent Judgment represents that he, she, or they, freely and voluntarily enters into this Final Consent Judgment without any degree of duress or compulsion.

1.20. 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.

1.21 Notice. Whenever Defendants provide notice or any other documents to the Colorado Attorney General under this Final Consent Judgment, that requirement shall be satisfied by sending notice to Ryan S. Miller, Assistant Attorney General, Ryan.Miller@coag.gov and Nathan Mattison, Assistant Attorney General, Nathan.Mattison@coag.gov, Consumer Fraud Unit, Colorado Department of Law, 1300 Broadway, 9th Floor, Denver, CO 80203.

Any notice or other documents sent to Defendants by the Colorado Attorney General under this Final Consent Judgment shall be sent to Dane Snover, 1365 14 Road, Loma, Colorado 81524.

1.22 Definitions. As Used herein:

a. "Cannabis" means anything derived from or produced from the plant *cannabis sp.* This includes both "hemp" (Cannabis containing equal or less than 0.3% Delta-9 THC on a dry-weight basis) and "marijuana" (Cannabis containing more than 0.3% Delta-9 THC on a dry-weight basis).

b. "Cannabis product" means industrial hemp products, intoxicating hemp, adult use cannabis products, and/or things derived from or produced from the plant *cannabis sp*.

c. Unless otherwise stated herein, all other terms herein that are defined in the CCPA shall be given the definition provided by the CCPA.

DEFENDANTS' CONDUCT

2.1 Defendants have violated § 6-1-105(1)(e) by selling Cannabis products on www.foxholefarms.com ("Foxhole Farms Website") that were advertised as containing less than 0.3% Delta-9 THC on dry weight basis and, thus, were represented as "industrial hemp" even though they actually contained more than 0.3% Delta-9 THC on a dry weight basis. In other instances, Defendants misrepresented that certain cannabinoids, such as Delta 10-THC, were present in its products, when in fact they were not.

2.2 Defendants have violated § 6-1-105(1)(z) by not maintaining, renewing, and/or obtaining licenses and/or permits from the Colorado Department of Agriculture ("CDA"), the

Colorado Department of Public Health and Environment ("CDPHE") or the Colorado Marijuana Enforcement Division ("MED").

2.3 Defendants have violated § 6-1-105(1)(u) by knowingly failing to provide consumers with proper COAs for products.

2.4 Defendants have violated § 6-1-105(1)(rrr) by failing to establish a legitimate age-verification system on the Foxhole Farms Website, which could have allowed underage minors to purchase intoxicating hemp products.

2.5 Defendants have violated § 6-1-105(1)(sss) as each and every one of the above described deceptive and unfair trade practices involves industrial hemp products, intoxicating hemp, adult use cannabis products, and/or things derived from or produced from the plant cannabis sp.

2.6 Defendants have violated § 6-1-105(1)(cccc) by selling or offering for sale certain Cannabis smoking devices to age-restricted persons who do not meet the age-restriction for those devices.

PERMANENT INJUNCTION

3.1 Effective immediately, this Court permanently enjoins Defendants and any other person under their control or direction who receives actual notice of this Order, from:

a. Operating and/or owning any Colorado-registered Cannabis company.

b. Engaging in the sale of Cannabis products in the state of Colorado.

c. Engaging in the advertisement and/or sale of Cannabis products into the state of Colorado from any other state by using any website which is accessible by Colorado consumers.

d. Soliciting consumers in the state of Colorado to purchase Cannabis products.

e. Acting as a consultant, or providing consumer data, to Colorado individuals or Colorado companies that are engaged in the sale of distribution of Cannabis products.

f. Acting as a distributor or wholesaler of Cannabis products to any Colorado individuals or Colorado companies that are engaged in the sale or distribution of Cannabis products.

g. Engaging in any future act, practice, or business operation, of any kind or character whatsoever in the state of Colorado, which violates any provisions of the CCPA.

h. Engaging in any act, practice, or course of business that constitutes or results in the commission of, or an attempt to commit, a fraud or deception on any Person in connection with the offer or sale of any products of any kind of character.

i. Conspiring with any individual or entity to violate this order.

MONETARY PROVISIONS

4.1 This Court orders Defendant Dane Snover to pay a total amount of $500,000.00 in fines, penalties, restitution, damages and costs and fees, which includes the amounts set forth in Sections 4.2 and 4.3 below.

4.2 Defendant Dane Snover shall make the following payments totaling Seventy-Five Thousand Dollars ($75,000.00) to the Attorney General:

a. On or before December 31, 2025, Dane Snover shall pay a total of Ten Thousand Dollars ($10,000.00) to the Colorado Department of Law.

b. On or before July 1, 2026, Dane Snover shall pay a total of Thirty Thousand Dollars ($30,000.00) to the Colorado Department of Law.

c. On or before July 1, 2027, Dane Snover shall pay a total of Thirty-Five Thousand Dollars ($35,000.00) to the Colorado Department of Law.

4.3 The Attorney General agrees to suspend the remaining amount of Four Hundred Twenty-Five Thousand Dollars ($425,000.00) unless (a) any Defendant falsified their financial information provided to the Attorney General, or (b) any Defendant violates any term of this Consent Judgment.

4.4 If the Attorney General receives evidence of a violation of any injunctive term of this Consent Judgment, or evidence that any Defendant falsified financial information provided to the Attorney General, the Attorney General may file a motion with this Court alleging a violating of this Consent Judgment. If the Court determines that any Defendant violated any injunctive term of this Consent Judgment willfully, knowingly, or under such circumstances that the Defendant should have known of the violation, the entire Suspended Payment amount of Four Hundred Twenty-Five Thousand Dollars ($425,000.00), in addition to any other payment amounts remaining due and owed to the Attorney General, shall be due and payable immediately by that Defendant. This remedy shall be in addition to any other remedy, including all remedies under the CCPA and/or for contempt, which the Court may deem appropriate.

4.5 Any payments made under this Consent Judgment 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, the payment of restitution, if any, and for future consumer fraud enforcement, consumer education, or public welfare purposes. All payments shall be made payable

to the Colorado Department of Law with a reference to "Weiser v. Foxhole Farms" and shall be delivered to:

Miriam Burnett, Administrative Assistant
Consumer Fraud Unit
Colorado Department of Law
1300 Broadway, 9th Floor
Denver, Colorado 80203

REPRESENTATIONS AND WARRANTIES

5.1 Except as expressly provided in this Final Consent Judgment, nothing in this Final Consent Judgment shall be construed as relieving Defendants of their obligation to comply with all state and federal laws, regulations, or rules, or granting permission to engage in any acts or practices prohibited by such law, regulation, or rule.

5.2 Due to the public interest nature of the Attorney General's claims in this matter, Defendants 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).

5.3 Defendants acknowledge that they have thoroughly reviewed this Final Consent Judgment, that they understand and agree to its terms, and that they agree that it shall be entered as an Order of this Court.

VIOLATION OF THIS CONSENT JUDGMENT

6.1 Any violation of any injunctive terms of this Consent Judgment shall constitute both an event of default under the Consent Judgment and contempt of this Court and subject Defendants to further penalties. Violation of the Court's injunction may also constitute criminal contempt and subject Defendants to incarceration either through a civil or criminal contempt finding.

6.2 Defendants shall fully cooperate with all further investigations relating to these proceedings, including investigations into deceptive trade practices and any investigations into Defendants' assets and financial standing.

6.3 In any action brought by the Attorney General to enforce this Final Consent Judgment, Defendants consent to personal and subject matter jurisdiction in the 17th Judicial District Court, Adams County.

ENFORCEMENT OF FINAL CONSENT JUDGMENT

7.1 In any action brought by the Attorney General to enforce this Final Consent Judgment, Defendants consent to personal and subject matter jurisdiction in the 17th Judicial District Court, Adams County. Defendants further consent to domestication of any judgment related to violations of this Consent Judgment in any state court within the United States. This Consent Judgment is governed by the laws of the State of Colorado.

SO ORDERED and SIGNED this _____ day of _____, 2025.

/s/ Nathan Mattison
Lauren Dickey,45773*
First Assistant Attorney General
Nathan Mattison, 59034*
Ryan Miller, 59026*
Assistant Attorneys General
*Counsel of Record
Attorneys for Plaintiff

/s/Matthew W Buck__
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Red Law
201 Milwaukee Street, Suite 200
Denver, CO 80206
Phone: (720) 771-4511
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Attorneys for Defendants Dane Snover & Foxhole Farms LLC

BY THE COURT:

_____
District Court Judge