

STATE OF COLORADO
OFFICE OF THE ATTORNEY GENERAL

SECOND ASSURANCE OF DISCONTINUANCE

IN THE MATTER OF MC NUTRACEUTICALS ET AL.

This Second Assurance of Discontinuance (“Second 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 the “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 terms of the Parties’ previous Assurance of Discontinuance dated May 14, 2025 (“First Assurance”).

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”). In the First Assurance, the Attorney General alleged that, from 2021 through approximately December 2024, the MC/Vivimu Parties made 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. The Attorney

General also alleged that the MC/Vivimu Parties used deceptive representations or designations of geographic origin in connection with goods.

The Parties settled the Attorney General's allegations through the Parties' First Assurance dated May 14, 2025. In that settlement, the MC/Vivimu Parties agreed to certain monetary and injunctive relief to resolve the Attorney General's claims against them.

The Attorney General now alleges that MC/Vivimu Parties violated terms of the First Assurance and continued to violate the CCPA. This Second Assurance resolves the dispute between the Attorney General and the MC/Vivimu Parties regarding the MC/Vivimu Parties' alleged violations of the First Assurance.

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 Second 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 Second Assurance.

IV. THE ATTORNEY GENERAL'S ALLEGATIONS

A. The MC/Vivimu Parties Agreed to Cease Violating the CCPA and Comply with the Injunctive Terms in the First Assurance.

11. In The First Assurance, the MC/Vivimu Parties agreed to pay two-hundred-fifty thousand dollars (\$250,000.00) to the Attorney General for the purposes of compromising and resolving all disputed claims and to avoid the expense of protracted litigation. The Attorney General agreed to suspend two-hundred thousand dollars (\$200,000.00) if the MC/Vivimu Parties fully complied with the terms of the agreement, including several injunctive terms.

12. The injunctive terms the MC/Vivimu Parties agreed to comply with included, but were not limited to:

- a. Complying with the CCPA with respect to any future business operations;
- b. Not making misrepresentations to customers or consumers regarding the source, quality, characteristics and/or ingredients of its products that have not been independently verified as accurate;
- c. Complying with all applicable provisions of any local, state, or federal law applicable to their business operations;
- d. Not making deceptive representations of geographic origin related to its products;
- e. Removing several statements or representations appearing on the MC Nutraceuticals Website or the Vivimu Website that were inaccurate; and

- f. Including a disclaimer on any marketing, advertisements, or solicitations by MC Botanicals related to products marketed and sold by them stating, “No Sales to Colorado.”

B. The MC/Vivimu Parties violated terms of the First Assurance.

13. Four weeks following execution of the First Assurance, the Attorney General discovered that the MC/Vivimu Parties had violated the injunctive provisions agreed to in the First Assurance in at least the following ways:

- a. MC Botanicals sent a solicitation email to Colorado consumers advertising marijuana extract for sale outside of the regulated marijuana market. This conduct violated paragraphs 36, 39, 42, and 45 of the First Assurance, as well as C.R.S. § 6-1-105(1)(rrr), which prohibits a person in the course of the person’s business, vocation, or occupation from knowingly or recklessly engaging in any unfair, unconscionable, deceptive, deliberately misleading, false, or fraudulent act or practice.
- b. The Vivimu Website only stated that their products were prohibited in several Colorado cities, despite those products being prohibited across the entire state. This conduct violated paragraphs 32 and 33 of the First Assurance and C.R.S. § 6-1-105(1)(e), which 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...[.]”
- c. The Vivimu Website also continued to misrepresent that the company is based out of Texas, not Colorado, by using an Argyle, Texas PO Box, despite no actual

operations related to Vivimu products being conducted in the state of Texas. Vivimu may have a legal presence in Texas, but this conduct otherwise violated paragraph 32 of the First Assurance and C.R.S. § 6-1-105(1)(d), which 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."

- d. MC/Vivimu Parties continued to improperly test various THC-A products at non-Colorado Department of Public Health and Environment ("CDPHE") certified testing laboratories. This conduct violated paragraph 35 of the First Assurance and C.R.S. § 6-1-105(1)(rrr), which prohibits a person in the course of the person's business, vocation, or occupation from knowingly or recklessly engages in any unfair, unconscionable, deceptive, deliberately misleading, false, or fraudulent act or practice.

14. After discovering the MC/Vivimu Parties' violations of the First Assurance, the Attorney General conferred in good faith with MC/Vivimu Parties' Counsel, as required by paragraph 50 of the First Assurance.

15. As part of this good faith conferral, MC/Vivimu Parties provided the Attorney General with signed and notarized financial affidavits from Bret and Jeff Worley, which affirmed each individual's current assets, liabilities, and monthly income and costs.

V. LEGAL AUTHORITY

16. 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

17. The Parties enter into this Second Assurance for the purpose of compromising and resolving all disputed claims and to avoid the expense of additional litigation. This Second Assurance does not constitute an admission by the MC/Vivimu Parties of any violation of the CCPA or First Assurance, nor shall it be construed as an abandonment by the Attorney General of his claims that the MC/Vivimu Parties have violated the CCPA and First Assurance. The MC/Vivimu Parties maintain that they have acted appropriately and dispute certain characterizations. The Parties with to enter into this compromise in order to move forward.

18. The MC/Vivimu Parties, collectively, shall pay to the Attorney General five-hundred seventy-five thousand dollars (\$575,000.00). Payment shall be as follows:

- a. On or before December 31, 2025, the MC/Vivimu Parties shall pay a total of twelve thousand five hundred dollars (\$12,500.00) to the Colorado Department of law.
- b. On or before January 31, 2026, the MC/Vivimu Parties shall pay a total of twelve thousand five hundred dollars (\$12,500.00) to the Colorado Department of law.
- c. On or before February 28, 2026, the MC/Vivimu Parties shall pay a total of twelve thousand five hundred dollars (\$12,500.00) to the Colorado Department of law.
- d. On or before March 31, 2026, the MC/Vivimu Parties shall pay a total of twelve thousand five hundred dollars (\$12,500.00) to the Colorado Department of law.
- e. On or before April 30, 2026, the MC/Vivimu Parties shall pay a total of twelve thousand five hundred dollars (\$12,500.00) to the Colorado Department of law.

- f. On or before May 31, 2026, the MC/Vivimu Parties shall pay a total of twelve thousand five hundred dollars (\$12,500.00) to the Colorado Department of law.
- g. The Attorney General agrees to suspend the MC/Vivimu Parties' payment of the remaining five-hundred thousand dollars (\$500,000.00), if the MC/Vivimu Parties comply fully with the terms outlined in paragraphs 17 to 40.

19. Payment shall be in the form of a wire transfer, 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. Payments made in the form of a wire transfer must be at least ten thousand dollars (\$10,000.00). Information regarding wire transfers shall be coordinated with the Colorado Department of Law. All payments under paragraph 18 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.

20. Due to the public interest nature of the Attorney General's claims in this matter, the MC/Vivimu 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 THE MC/VIVIMU PARTIES

21. The duties, responsibilities, burdens, and obligations undertaken in connection with this Second Assurance shall apply to the MC/Vivimu Parties, and any of its principals, officers,

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

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

23. All provisions of the First Assurance, with the exception of the monetary payments imposed for breach of the First Assurance set forth in Paragraph 28, shall remain in full effect. This includes all other duties, responsibilities, burdens, and obligations undertaken in connection with the First Assurance, and the MC/Vivimu Parties explicitly warrant and acknowledge that they continue to be bound by those terms of the First Assurance. Regarding Paragraph 28 of the First Assurance, this Paragraph is void and superseded by Paragraph 18 of the Second Assurance, which imposes new monetary payments for breach of either the First or Second Assurance. The MC/Vivimu Parties further agree to cease any ongoing violations of the First Assurance and to not resume these or any other violations of the First Assurance. Future violations will subject the MC/Vivimu Parties to the suspended penalty amount set forth in paragraph 18(b), above.

A. Notice of change of address

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

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

25. 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 Second 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

Second 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

26. The Attorney General acknowledges by his execution hereof that this Second 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 Second 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 Second 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 Second 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 Second Assurance.

27. Nothing herein precludes the Attorney General from enforcing this Second 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 Second 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 Second Assurance other than an action by the Attorney General to enforce the provisions of this Second Assurance.

X. ENFORCEMENT

28. The obligations set forth in this Second Assurance are continuing.

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

30. A violation of any terms of this Second 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 Second Assurance, or evidence that any Defendant omitted and/or falsified financial information provided to the Attorney General, 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 Second Assurance.

31. In any such action, upon the Attorney General showing, by a preponderance of the evidence, a material violation of this Second Assurance by the MC/Vivimu Parties, the MC/Vivimu Parties stipulate to: (1) a judgment in the amount of five-hundred thousand dollars (\$500,000.00), which reflects the suspended payment described in paragraph 18(g), plus any amounts not yet paid described in paragraph 18 above; and (2) an order converting this Second 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 Second 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 fifteen (15) 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

32. This Second 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 Second Assurance, the Parties have not made any representations or warranties to each other, and no Party's decision to enter into this Second Assurance is based upon any statements by any other Party outside of those in this Second Assurance. No change or modification of this Second Assurance shall be valid unless in writing and signed by all Parties. If any provision(s) of this Second 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.

33. This Second 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 Second 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.

34. 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.

35. 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 Second Assurance shall not be defense to any such enforcement action.

36. The terms and provisions of this Second 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.

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

38. The MC/Vivimu Parties acknowledge that they had a full opportunity to review this Second 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 Second 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.

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

XII. NOTICE

40. All notices regarding this Second 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:

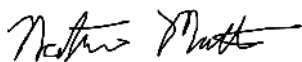
Colorado Attorney General
1300 Broadway, 9th Floor
Denver, Colorado 80203
Attn: Nathan Mattison, Assistant Attorney General II, nathan.mattison@coag.gov
Attn: Ryan S. Miller, Assistant Attorney General II, ryan.miller@coag.gov

[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: 12/31/2025

THE MC VIVIMU PARTIES

Signed by:
By: 

Name: Bret Worley, in his individual
capacity Principal
Date: 12-28-2025

By:

Name: Jeff Worley, in his individual
capacity
Date:

MC Global, LLC

By:

Name:
Title:
Date:

MC Nutraceuticals, PLLC

By:

Name:
Title:
Date:

MC Vivimus, LLC

By:

Name:
Title:
Date:

MC Distribution LLC

By:

Name:
Title:
Date:

By: 

Joshua Weiss, Attorney Reg. No. 49758
Attorneys for MC/Vivimu Parties
Date: 12-29-2025

STATE OF COLORADO:

**PHILIP J. WEISER,
ATTORNEY GENERAL**

By:

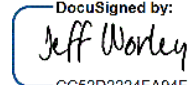
Nathan Mattison
Assistant Attorney General II
Attorney Reg. No. 59034
Date:

THE MC VIVIMU PARTIES

By:

Name: Bret Worley, in his individual
capacity

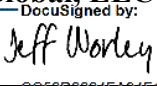
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By: 

Name: Jeff Worley, in his individual
capacity

Date: 12/31/2025 | 12:48 PM PST

MC Global, LLC

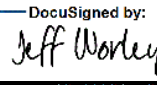
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By: 

Name: Jeff Worley

Title: CFO

Date: 12/31/2025 | 12:48 PM PST

MC Nutraceuticals, PLLC

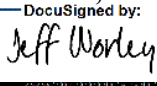
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By: 

Name: Jeff Worley

Title: CFO

Date: 12/31/2025 | 12:48 PM PST

MC Vivimus, LLC

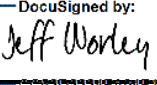
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Name: Jeff Worley

Title: CFO

Date: 12/31/2025 | 12:48 PM PST

MC Distribution LLC

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By: 

Name: Jeff Worley

Title: CFO

Date: 12/31/2025 | 12:48 PM PST

By:

Joshua Weiss, Attorney Reg. No. 49758
Attorneys for MC/Vivimu Parties

Date: