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15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF ALAMEDA
17 CIVIL DIVISION

18 **PEOPLE OF THE STATE OF**
19 **CALIFORNIA,**
20 **Plaintiff,**
21 **v.**
22 **JUUL LABS, INC., ADAM BOWEN,**
23 **JAMES MONSEES, NICHOLAS**
24 **PRITZKER, RIAZ VALANI, AND DOES**
25 **6-100, INCLUSIVE,**
26 **Defendants.**

Case No. RG19043543

[PROPOSED] CONSENT JUDGMENT

Dept: 19
Judge: Stephen Kaus
Trial Date: October 6, 2023
Action Filed: November 18, 2019

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Attorneys for Defendant JUUL Labs, Inc.

1 Plaintiff, the People of the State of California, by and through Rob Bonta, Attorney
2 General of the State of California, George Gascón, District Attorney for Los Angeles County, and
3 Los Angeles County Counsel (the “State Plaintiffs”), commenced a lawsuit against Defendant
4 JUUL Labs, Inc. (“JLI”) regarding potential violations of the STAKE Act (Bus. & Prof. Code,
5 § 22958, and Health & Saf. Code, § 119405 (repealed)), remote sales provisions of the STAKE
6 Act (Bus. & Prof. Code, § 22963), digital privacy rights of minors (Bus. & Prof. Code, § 22580),
7 delivery sales provisions of the Cigarette and Tobacco Products Tax Law (Rev. & Tax. Code,
8 § 30101.7), public nuisance (Civ. Code, § 3479, et seq.), false or misleading statements (Bus. &
9 Prof. Code, § 17500), and unlawful, unfair, and fraudulent business practices (Bus. & Prof. Code,
10 § 17200). The State Plaintiffs subsequently filed a first amended complaint (the “Complaint”)
11 adding claims against defendants Adam Bowen, James Monsees, Nicholas Pritzker, and Riaz
12 Valani¹ for potential violations of public nuisance (Civ. Code, § 3479, et seq.), false or
13 misleading statements (Bus. & Prof. Code, § 17500), and unlawful, unfair, and fraudulent
14 business practices (Bus. & Prof. Code, § 17200), in the action now captioned *The People of the*
15 *State of California v. JUUL Labs, Inc., Adam Bowen, James Monsees, Nicholas Pritzker, Riaz*
16 *Valani, and Does 6-100* (Super. Ct. Alameda County, Case No. RG19043543) (the “Lawsuit”).
17 The Parties stipulate that this Court may enter this Consent Judgment.

18 This Court has jurisdiction over the subject matter of this Lawsuit and over all Parties.
19 The terms of this Consent Judgment are governed by the laws of the State of California. Entry of
20 this Consent Judgment is in the public interest and reflects a negotiated agreement among the
21 Parties. By entering into this Consent Judgment, the Parties have agreed to resolve the matters
22 released as provided herein.

23 The Parties enter into this Consent Judgment without trial or adjudication of any contested
24 issue of fact or law, and without finding or admission of wrongdoing or liability of any kind. JLI
25 neither admits nor denies any wrongdoing or allegations in the Complaint, and no part of this
26 Consent Judgment, including its statements and commitments, shall constitute evidence of any

27 ¹ Hoyoung Huh, also named in the amended complaint, filed a motion to quash the
28 amended complaint challenging the exercise of personal jurisdiction over him, which the court
granted on October 19, 2022.

1 liability, fault, or wrongdoing by JLI. JLI is entering into this Consent Judgment solely for the
2 purpose of concluding this matter, and nothing contained herein may be taken as or construed to
3 be an admission or concession of any alleged violation of law, rule, or regulation, or of any other
4 matter of fact or law, or of any liability or wrongdoing. This Consent Judgment shall not be
5 construed or used as a waiver of any defense JLI may raise in any other proceeding.

6 Nothing in this Consent Judgment will be construed as an approval by the State Plaintiffs,
7 the Court, the State of California, or any agency thereof of JLI's past, present, or future conduct.
8 JLI shall not represent or imply that the State Plaintiffs, the Court, the State of California, or any
9 agency thereof has approved or approves of any of JLI's actions or any of JLI's past, present, or
10 future business practices.

11 The Court having considered the matter and good cause appearing:

12 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

13 **I. DEFINITIONS**

14 1. As used herein:

- 15 a. **“Adult-Only Facility”** means a facility or restricted area (whether open-air
16 or enclosed) where the operator ensures or has a reasonable basis to believe
17 (such as by checking identification as required under state law, or by
18 checking the identification of any person appearing to be under the age of
19 30) that no Youth are present. A facility or restricted area need not be
20 permanently restricted to persons over 21 years of age in order to constitute
21 an Adult-Only Facility, provided that the operator ensures or has a
22 reasonable basis to believe that no Youth are present during the event or
23 time period in question.
- 24 b. **“Attorney General”** means the Attorney General of the State of California
25 or any of his or her duly designated representatives.
- 26 c. **“Bankruptcy Proceedings”** means if JLI seeks relief or is placed
27 involuntarily into relief under Title 11 of the United States Code or under
28 any state or federal receivership or insolvency law; provided, however, that

1 JLI shall not be deemed to have entered Bankruptcy Proceedings if
2 involuntary proceedings against it are dismissed within sixty (60) days of
3 commencement.

4 d. **“Brand Name”** means a brand name (alone or in conjunction with any
5 other word), trademark, logo, symbol, motto, selling message, recognizable
6 pattern of colors, or any other indicia of product identification identical or
7 similar to, or identifiable with, those used for any JUUL Products.

8 e. **“Billboard”** means an individual advertisement that both (1) is placed
9 outdoors or in an arena, stadium or shopping mall and (2) occupies an area
10 larger than 70 square feet (or is placed in such proximity to any other such
11 advertisement so as to create a single “mosaic”-type advertisement larger
12 than 70 square feet); provided that “Billboard” does not include an
13 advertisement on the outside (but on the property) of a JLI facility.

14 f. **“Cartoon”** means any drawing or other depiction of an object, person,
15 animal, creature, or any similar caricature that satisfies any of the following
16 criteria: (1) the use of comically exaggerated features; (2) the attribution of
17 human characteristics to animals, plants, or other objects, or the similar use
18 of anthropomorphic technique; (3) the attribution of unnatural or extra-
19 human abilities, such as imperviousness to pain or injury, X-ray vision,
20 tunneling at very high speeds, or transformation; or (4) is presented in a
21 non-realistic style.

22 g. **“Claims”** means any and all civil (i.e., non-criminal) claims, demands,
23 actions, suits, causes of action, damages, fines, penalties, and liabilities and
24 monetary impositions of any nature, as well as costs, expenses, and
25 attorneys’ fees, whether known or unknown, suspected or unsuspected,
26 accrued or unaccrued, whether legal, equitable, statutory, regulatory, or
27 administrative.

28 h. **“Compliance Officer”** means the person appointed by JLI pursuant to

1 Paragraph 39.

- 2 i. **“Covered Conduct”** means any and all of the following:
- 3 i. All conduct related to age verification, product quantity limits,
4 Nicotine content, flavors, or the size, shape, operation, or
5 appearance of the product in the design, manufacture, marketing,
6 advertising, product description, promotion, distribution, sale, or
7 offer of JUUL Products.
- 8 ii. All conduct that could have induced a person, including a Youth, to
9 use or purchase JUUL Products.
- 10 iii. All conduct that could have allowed a person, including a Youth, to
11 use or purchase JUUL Products without allegedly adequate age
12 verification, product quantity limits, or other age-based limitations
13 or procedures.
- 14 iv. All conduct that may have violated federal or state laws,
15 regulations, or rules, or that could give rise to any common law
16 cause of action, relating to the conduct described in subparagraphs
17 (i)-(iii).
- 18 v. For the avoidance of doubt, Covered Conduct does not include any
19 conduct relating to an undisclosed non-Nicotine ingredient hazard
20 in JUULpods resulting in personal injury to a consumer (other than
21 a non-Nicotine ingredient hazard alleged in the Lawsuit).
- 22 vi. As used herein, “conduct” includes, without limitation, any act,
23 failure to act, practice, omission, statement, or representation.
- 24 j. **“Depository Documents”** means documents created on or before
25 September 14, 2019 produced by JLI, Pax Labs, Inc., or the Individual
26 Defendants to any of the Settling Litigating States. “Depository
27 Documents” shall also include any documents identified by the Settling
28 Litigating States pursuant to the next paragraph that were both produced by

1 JLI, Pax Labs, Inc., or the Individual Defendants to any of the Settling
2 Litigating States and were created after September 14, 2019 to the extent
3 that such documents include, in whole or in part, information or data that
4 pre-dates September 14, 2019. Examples of such documents include, but
5 are not limited to: (i) copies of JUUL advertisements and social media
6 posts; (ii) Microsoft Excel spreadsheets; (iii) extracts of Slack messages;
7 and (iv) extracts of text messages.

8 By June 1, 2023, the Settling Litigating States will provide a final list of
9 documents that were created after September 14, 2019, and meet the
10 specifications of the preceding paragraph for inclusion in the Document
11 Depository. JLI will assist the Settling Litigating States by (i) identifying
12 the Bates numbers of documents described on the list for which the Settling
13 Litigating States are unable to provide Bates numbers; and (ii) identifying
14 whether any documents on the list have been re-produced and/or
15 downgraded and providing the Bates numbers of such reproductions and/or
16 downgrades. If this information is not readily identifiable, JLI will work
17 with the Settling Litigating States in good faith to identify relevant
18 documents based on sample documents found by the Settling Litigating
19 States, provided that JLI shall not be required to conduct a search for new
20 and/or previously un-produced documents.

- 21 k. **“Document Depository”** means a single depository established pursuant
22 to Section III.
- 23 l. **“Effective Date”** of this Consent Judgment means the date the Court enters
24 the Consent Judgment.
- 25 m. **“Individual Defendants”** means Adam Bowen, James Monsees, Nicholas
26 Pritzker, Riaz Valani, and Hoyoung Huh.
- 27 n. **“JLI”** means JUUL Labs, Inc. and its successors and assigns.
- 28 o. **“JUUL Device”** means any electronic Nicotine delivery system (“ENDS”)

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device sold, marketed, and/or distributed by JLI in the United States.

- p. **“JUULpod Packs”** means a package of JUULpods sold as one unit by JLI.
- q. **“JUULpods”** means any disposable pods sold, marketed, distributed, and/or manufactured by JLI and prefilled with a liquid solution that consumers use as part of the closed-pod, liquid-based, ENDS sold, marketed, and/or distributed by JLI in the United States.
- r. **“JUUL Product”** means any electronic Nicotine delivery product sold, marketed, and/or distributed by JLI in the United States, including a closed-pod, liquid-based ENDS product composed of one or more of the following components: JUUL Device, JUULpods, JUULpod Packs, and/or a charger.
- s. **“Multistate Leadership Committee”** means the coordinating committee referenced in Paragraph 68, and shall consist of representatives from some or all of the Settling Litigating States.
- t. **“Nicotine”** means all forms of nicotine or nicotine analogues, whether derived from tobacco or other plants, or synthetic.
- u. **“Outdoor Advertising”** means (1) Billboards; (2) signs and placards in arenas, stadiums, and shopping malls; and (3) any other advertisements placed (A) outdoors, or (B) on the inside surface of a window facing outward; provided that “Outdoor Advertising” does not mean (1) an advertisement on the outside of a JLI facility; (2) an individual advertisement that does not occupy an area larger than 14 square feet (and that neither is placed in such proximity to any other such advertisement so as to create a single “mosaic”-type advertisement larger than 14 square feet, nor functions solely as a segment of a larger advertising unit or series), and that is placed (A) on the outside of a California Retail Store, (B) outside (but on the property of) any such store, or (C) on the inside surface of a window facing outward in any such store; or (3) an

1 advertisement inside a California Retail Store that sells JUUL Products that
2 is not placed on the inside surface of a window facing outward.

3 v. **“Parties”** or **“Party”** means the State Plaintiffs and JLI, collectively and
4 individually, respectively.

5 w. **“Reference Date”** means the date ninety-one (91)-days after JLI has made
6 all payments due under Paragraph 48(a)-(e).

7 x. **“Promote,” “Promotion,”** or **“Promotional”** (or any conjugation or use of
8 such terms), when used herein, refer to any activity that involves
9 advertising, marketing, distribution, sales, licensing, product placement, or
10 an offer to do these activities, regardless of whether payment or
11 consideration is associated with the activity and regardless of the form of
12 promotion, whether print, digital, webpage, or other.

13 y. **“Released Parties”** means (1) JLI, (2) Pax Labs, Inc. in its capacity as a
14 predecessor of JLI, (3) their past and present direct or indirect subsidiaries
15 and affiliates listed in Exhibit A (and their respective successors and
16 assigns), and (4) each and all of the past and present principals, partners,
17 officers, directors, supervisors, employees, stockholders and members
18 (other than Altria Group, Inc. and its direct or indirect subsidiaries), and
19 insurers of any of the persons and entities listed in (1)-(4), but only to the
20 extent that the person or entity was acting in such capacity on behalf of JLI.

21 z. **“Releasers”** means (1) the District Attorney for the County of Los
22 Angeles, (2) the Los Angeles County Counsel, and (3) the Attorney
23 General, and (4) only to the full extent of the Attorney General’s power
24 and authority under California law to release Claims, the State of
25 California and any other State of California entity or official or public or
26 governmental entity or official within the State. “Releasers” does not
27 include any other person or entity otherwise within clause (4) if the
28 Attorney General lacks power and authority under California law to release

1 Claims of that person or entity as to the Claim at issue. Nothing in this
2 Consent Judgment shall release or preclude the right of any government
3 entity within California that is participating in (and does not opt out of) the
4 Government Entity Settlement entered into on December 6, 2022 between
5 JLI and the Plaintiffs' Leadership in MDL No. 2913 and JCCP No. 5052 to
6 participate in and obtain its designated recovery under that settlement.

- 7 aa. **"Settling Litigating State"** means the States of California, Colorado,
8 Illinois, New Mexico, and New York, the Commonwealth of
9 Massachusetts, and the District of Columbia.
- 10 bb. **"California Retail Store"** means a physical retail location in California
11 that purchases JUUL Products either directly from JLI or from a JLI
12 authorized distributor for resale directly to consumers.
- 13 cc. **"Social Media Platform"** means any internet-based platform, including
14 those which may be accessed through an app, through which users are able
15 to create and/or share content that is accessible to members of the public,
16 and includes, but is not limited to, current and future sites such as
17 Facebook, Instagram, Snapchat, TikTok, Twitter, Reddit, Clubhouse,
18 Pinterest, Tumblr, Google+, and YouTube.
- 19 dd. **"Third-Party Sales Websites"** means websites that offer for sale or sell
20 goods or services to consumers in the United States, other than any website
21 owned and/or operated by JLI.
- 22 ee. **"Verified"** means determined to be 21 years or older through the use of
23 reliable and independent age-verification service(s) that cross-references
24 the customer's name, address, and date of birth against independent,
25 competent, and reliable data sources, such as official government records.
26 Specifically, "Verified" requires: (1)(a) that each customer submit a non-
27 expired government identification, and (b) for the sale of JUUL Products
28 only, that the billing address on the method of payment matches the

1 address listed in cross-referenced data sources and the shipping address for
2 that order, or (2)(a) that the name, address, and date of birth provided by
3 the customer are cross-referenced against information obtained from
4 official government records or similar independent, competent, and reliable
5 data sources, and (b) for the sale of JUUL Products only, that (i) the last
6 four digits of the customer's Social Security Number is provided by the
7 customer and is cross-referenced against information obtained from official
8 government records or similar independent, competent, and reliable data
9 sources, (ii) a phone number or other personal indicator provided by the
10 customer is used for two-factor authentication, and (iii) the billing address
11 on the method of payment matches the shipping address for that order.

12 ff. "Youth" means individuals who are under the age of 21.

13 **II. COMPLIANCE PROVISIONS**

14 **Prohibition on Youth Targeting and Sales**

15 2. JLI shall not take any action, directly or indirectly, that targets Youth within
16 California in the Promotion of JUUL Products, or take any action a purpose of which is to initiate,
17 maintain, or increase the incidence of Youth use of any JUUL Product within California.

18 3. JLI shall not (1) directly fund or operate any Youth education campaigns or Youth
19 prevention activities in California, or (2) provide materials on Youth education programs or
20 events in California.

21 4. JLI shall not depict or portray any individual under the age of thirty-five (35) in
22 any Promotion or Promotional materials for JUUL Products in California.

23 5. JLI shall not use Cartoons in any of its Promotional activities for JUUL Products
24 in California.

25 6. JLI shall not make any payment or provide other consideration to any person or
26 entity in exchange for the placement of a JUUL Product or Brand Name displayed or accessible
27 in any of the following in California: any motion picture, television show, theatrical production or
28 other live performance, live or recorded performance of music, commercial film, virtual reality

1 system, video, or video game, including any of the foregoing displayed on any streaming media
2 or website or that JLI has reason to believe would be shared on any Social Media Platform
3 (collectively, “Media”). Provided, however, that the foregoing prohibition shall not apply to (a)
4 Media where the audience or viewers are within an Adult-Only Facility (provided such Media are
5 not visible to persons outside such Adult-Only Facility); (b) Media not intended for distribution
6 or display to the public; or (c) instructional Media concerning how to use a JUUL Product viewed
7 only by or provided only to persons who are not Youth. The prohibition in this Paragraph on
8 product placement includes the prohibition on the use of any JUUL Product as a prop.

9 7. JLI shall not retain or encourage individuals to Promote JUUL Products on an
10 individual’s personal account, or any account controlled in whole or in part by that individual, on
11 any Social Media Platform. JLI shall not retain or encourage any person or entity to Promote
12 JUUL Products as “brand ambassadors,” influencers, or affiliates (i) on any Social Media
13 Platform accessible in California; or (ii) in person in California, unless the operator of the
14 location of the in-person Promotion represents to JLI that in connection with such Promotion it
15 will undertake reasonable industry standard measures to prohibit access by Youth and JLI has a
16 good-faith belief that the operator is adhering to such representation.

17 8. JLI shall not Promote or cause to be Promoted in California any of the following
18 that bears a Brand Name: any apparel, any other goods whose primary use is unrelated to the use
19 or care of JUUL Products, or any item designed to be affixed to any such apparel or goods.
20 Provided, however, that nothing in this subsection shall (a) require JLI to retrieve, collect or
21 otherwise recover any item previously Promoted or caused to be Promoted; or (b) prohibit the
22 distribution to any JLI employee who is not a Youth of apparel or other goods that is intended for
23 use in employment. For the avoidance of doubt, nothing in this Paragraph shall prevent JLI from
24 the use of the Brand Name on any JUUL Product, the JUUL Device, accessories directly related
25 to the use or care of the JUUL Device (including JUULpods, charger, and carrying case), or any
26 other Nicotine related JLI products, or in any print or digital Promotional materials or coupons for
27 any of the foregoing listed in this sentence.

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1 9. JLI shall not Promote or otherwise provide any JUUL Product to any consumers,
2 wholesalers, or Retail Stores in California in any flavor that JLI does not distribute or sell in
3 California as of the Effective Date, unless and until JLI receives written FDA authorization that
4 permits the marketing of that flavored JUUL Product. JLI shall not Promote or otherwise provide
5 any JUUL Product to any consumers in any flavor that violates state or local laws in California.

6 10. JLI shall require any individual in California to be Verified at the first point of
7 access to any website owned and/or operated by JLI before that consumer is able to access or
8 view any content. Such first point of access may include a welcome page so long as it does not
9 contain any information beyond the Brand Name and identification of the website. The
10 requirements of this Paragraph are not applicable to JLI's corporate website currently available at
11 www.juullabs.com or www.juullabscience.com so long as such websites contain exclusively
12 non-commercial content and, as to www.juullabscience.com, JLI maintains an attestation on the
13 welcome page as set out in Exhibit C. JLI shall maintain records sufficient to document its
14 compliance with this Paragraph. Such records shall be provided to the Attorney General upon
15 request.

16 **Nicotine Content**

17 11. JLI shall not make any claims or representations in Promotional materials in
18 California comparing the quantification of the amount of Nicotine in JUUL Products to that found
19 in tobacco products or any other ENDS, unless JLI receives written FDA authorization that
20 permits such claims or representations.

21 12. Beginning nine (9) months after the Effective Date, if JLI makes any statement
22 about the Nicotine content of JUUL Products in any Promotional materials in California other
23 than through the JUUL Product packaging or label, JLI shall also disclose the amount of Nicotine
24 content in milligrams per milliliter (mg/ml) and as a percentage in terms of total volume of a
25 JUULpod. This shall include any display of the Nicotine content portion of the JUUL Product
26 packaging or label in any Promotional materials. The obligations under this Paragraph are no
27 longer in effect if (1) the FDA implements a uniform Nicotine content disclosure standard for
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1 ENDS products or (2) JLI receives written FDA authorization for JUUL Products that permits JLI
2 to use a specific Nicotine content disclosure.

3 **Sponsorships and Naming Rights**

4 13. JLI shall not sponsor any events in California in which payment is made (or other
5 consideration is provided) in exchange for use of any Brand Name.

6 14. Notwithstanding Paragraph 13, JLI may sponsor events in California:

7 a. At an Adult-Only Facility, and

8 b. In the name of JLI's corporate name, provided that the sponsorship uses the
9 abbreviation "JLI" for the corporate name, does not use the word "JUUL,"
10 and does not include reference to JUUL Products.

11 **Advertising and Marketing**

12 15. JLI shall not Promote JUUL Products in media or outlets in California unless,
13 according to nationally established advertising demographic services, such as Comscore, 85% or
14 more of the individuals comprising the audience of the media or outlets are not Youth. This
15 provision does not apply to Promotion through Outdoor Advertising, on the property of California
16 Retail Stores selling JUUL Products, or on any online website that requires consumers in
17 California to be Verified before being able to further access the website.

18 16. JLI shall not use Billboards in California. JLI shall not place or cause to be placed
19 Outdoor Advertising at any location in California that at the time of the placement, or renewal of
20 the placement, of the Outdoor Advertising is within 1,000 feet of any elementary, middle, or high
21 school, or of any public playground.

22 17. JLI shall not place or cause to be placed any Promotion in or on public
23 transportation or inside public transportation facilities in California, including, but not limited to,
24 taxicabs, rideshare services (e.g., Uber or Lyft), public buses or bus stations, public trains or train
25 stations, or airports. This Paragraph shall not apply to any in-store materials at any California
26 Retail Store located in a public transportation facility.

27 18. JLI shall not publish any Promotional material for JUUL Products on any Social
28 Media Platform accessible in California, provided that JLI shall be permitted to use Twitter,

1 LinkedIn, and YouTube for (i) hosting testimonial videos of the experiences of persons thirty-five
2 (35) years of age or older who are or were habitual combustible cigarette smokers using JUUL
3 Products, and (ii) non-Promotional communications. JLI shall not use any testimonials or other
4 Promotional material in California that makes a claim or representation that JUUL Products or
5 vaping is safer or healthier than combustible cigarettes, are modified risk products, or are
6 smoking cessation devices until JLI receives written FDA authorization for JUUL Products that
7 permits JLI to make such a claim or representation.

8 19. JLI shall not create or use any hashtags in California for the purpose of Promoting
9 any JUUL Product.

10 20. JLI shall not retain or encourage any person or entity to Promote JUUL Products
11 in person in California, unless the operator of the location or event represents to JLI that in
12 connection with such Promotion it shall undertake reasonable industry standard measures to
13 prohibit access by Youth and JLI has a good-faith belief that the operator is adhering to such
14 representation.

15 21. JLI shall not include any person in California who is not Verified on JLI's
16 marketing distribution lists for JUUL Products.

17 22. JLI shall not send direct-to-consumer Promotional emails, materials, or text
18 messages for JUUL Products to any consumers in California who are not Verified.

19 23. JLI shall not use in its Promotions any research that JLI sponsored, funded, or
20 otherwise supported or provided consideration for unless JLI clearly and conspicuously discloses
21 the source and funding of the research, including specifically the extent to which JLI or any other
22 ENDS company or trade association was directly or indirectly responsible for the research.

23 **Samples**

24 24. JLI shall not provide free JUUL Products to consumers in California, nor shall it
25 provide JUULPods to consumers in California at a nominal price, defined as a sale price lower
26 than the larger of (i) 20% of the suggested retail price or (ii) \$3 per JUULPod. To the extent that
27 packs of JUULPods are sold, the nominal price shall scale with the number of JUULPods in a
28 pack.

1 **Sales and Distribution Restrictions**

2 25. JLI shall not expressly authorize or otherwise enter into any agreement with any
3 California Retail Store to (1) display unsecured JUUL Products in a location other than behind a
4 counter or (2) allow individuals to access JUUL Products without the assistance of a California
5 Retail Store employee. If the Attorney General, Los Angeles District Attorney, or Los Angeles
6 County Counsel notifies JLI or JLI customer service is notified that any California Retail Store is
7 engaging in any activity that JLI is not permitted to authorize in this Paragraph, JLI shall
8 promptly take commercially reasonable steps to investigate and halt any such activity.

9 26. JLI shall limit online sales to consumers in California of JUUL Products on any
10 website owned and/or operated by JLI to no more than two (2) JUUL Devices per month, ten (10)
11 JUUL Devices per calendar year, and sixty (60) JUULpods per month, sold individually or
12 through JUULpod Packs.

13 27. JLI shall take reasonable steps to limit retail transactions at retail stores in
14 California to one (1) JUUL Device and/or sixteen (16) JUULpods, sold individually or through
15 JUULpod Packs, per transaction, including (a) requiring that any contract it enters with a
16 California Retail Store for the purchase or sale of JUUL Products provides that the California
17 Retail Store shall comply with such limits and (b) continuing to maintain the bulk sale limits in
18 the JUUL Labs Authorized Reseller Program Policy. JLI shall continue to assess compliance
19 through JLI Compliance Checks as described in Paragraph 40 below.

20 28. JLI shall not offer, sell, deliver, or in any manner directly provide any JUUL
21 Products to consumers in California who have not been Verified.

22 29. In furtherance of Paragraph 28, for all sales of JUUL Products to consumers in
23 California on any website owned and/or operated by JLI, JLI shall continue to recommend to
24 credit card companies (through JLI's third-party payment gateways or processors) that the words
25 "JUUL TOBACCO PRODUCT" be printed on the consumer's credit card statement (in addition
26 to such other language as may be required by California law or regulation).

1 30. JLI shall require an adult signature for delivery of JUUL Products to a residential
2 address in California for all orders for JUUL Products purchased through a website owned or
3 operated by JLI in conformance with the PACT Act.

4 31. Prior to distributing JUUL Products to consumers in California through a
5 consumer warranty program, JLI shall first confirm that the individual requesting the warranty
6 replacement is Verified. For the purposes of this Consent Judgment, a distribution through a
7 consumer warranty program shall be considered a sale of JUUL Products.

8 32. Prior to enrolling consumers in California in any auto-shipment program, JLI shall
9 first confirm that the individual to be enrolled in the auto-shipment program is Verified.

10 33. If JLI is provided notice pursuant to this Consent Judgment by the State Plaintiffs
11 that a JUUL Product previously purchased by a consumer through an online sale is later provided
12 to a Youth, JLI shall not knowingly sell JUUL Products on any website owned and/or operated by
13 JLI to that California purchasing consumer.

14 34. JLI shall not license or authorize any third party to engage in conduct that is
15 impermissible under the terms of this Consent Judgment if done directly by JLI.

16 35. JLI shall continue to monitor Social Media Platforms and Third-Party Sales
17 Websites to identify content Promoting use of JUUL Products by Youth, unauthorized sales of
18 JUUL Products or counterfeit JUUL Products, or content that would otherwise be impermissible
19 by JLI under this Consent Judgment.

20 36. JLI shall continue to use reasonable efforts, including possible legal action, to
21 work with Social Media Platforms and owners of Third-Party Sales Websites to remove content
22 promoting use of JUUL Products by Youth, unauthorized sales of JUUL Products or counterfeit
23 JUUL products, or content that would otherwise be impermissible by JLI under this Consent
24 Judgment.

25 37. The Parties agree that JLI shall be deemed to be in compliance with Paragraph 36
26 if it continues to (i) engage a nationally recognized service provider to monitor Social Media
27 Platforms and Third-Party Sales Websites using the service provider's "web-scraping" or similar
28 technology for effective monitoring, and (ii) maintain a process for diligently requesting that

1 Social Media Platforms or owners of Third-Party Sales Websites remove the content identified
2 through such monitoring. JLI may follow any procedures that Social Media Platforms or websites
3 have established for providing notice of the content.

4 38. The Parties agree that compliance with Paragraphs 35-36 does not create any
5 liability for JLI for content posted by a third party or for the failure of a third party to remove
6 posted content after being requested by JLI. JLI shall maintain records related to monitoring of
7 Social Media Platforms and Third-Party Sales Websites and requests to operators and owners of
8 those Platforms and websites sufficient to document its compliance with Paragraphs 35-36.

9 **Retail Compliance**

10 39. JLI shall designate and maintain a Compliance Officer, who shall be a corporate
11 senior-level employee responsible for ensuring compliance with this Consent Judgment and shall
12 act as a point of contact with the State Plaintiffs to address any compliance-related issues.

13 40. JLI shall maintain a retailer-compliance program for California Retail Stores that
14 requires:

- 15 a. JLI to send representatives to conduct unannounced JLI Compliance
16 Checks at 334 California Retail Stores per year (i.e., 5% of such stores)
17 until the later of (i) four (4) years after the Effective Date, or (ii) the date
18 when the payments established in Paragraph 48 are paid to the Settling
19 Litigating States in full. A “JLI Compliance Check” is an assessment of a
20 California Retail Store’s compliance with the (a) federal requirements to
21 verify a purchaser’s age pursuant to 21 C.F.R. § 1140.14 or (b) product-
22 quantity limits of up to one (1) JUUL Device and sixteen (16) JUULpods,
23 sold individually or through JUULpod Packs, per transaction, or (c) both.
- 24 b. JLI to use reasonable efforts to have the representatives conduct JLI
25 Compliance Checks at different California Retail Stores each month. JLI to
26 use reasonable efforts to have the Compliance Checks conducted by
27 service providers engaged by JLI.
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- c. The representative conducting the JLI Compliance Check to complete a standardized form documenting the transaction(s) in which he or she participated in each retail store, which shall note any violations. The representative’s compensation shall not be dependent on the results of the retailer-compliance inspections.
- d. JLI to implement the following penalties to California Retail Stores for violations of the JLI Compliance Checks:
 - i. First JLI Compliance Check Failure: JLI shall issue a letter notifying the California Retail Store of its first violation. The letter shall reiterate the requirements of the JLI Compliance Checks and the penalty escalation structure. For any California Retail Store that commits a first violation, JLI shall perform a second JLI Compliance Check within ninety (90) days of the first violation, which shall be in addition to the above-stated annual requirement.
 - ii. Second JLI Compliance Check Failure: If a second violation occurs within one year of the first violation, JLI shall issue a letter notifying the California Retail Store of the second violation. JLI shall suspend (or shall instruct any wholesaler, distributor, or sub-distributor through which JLI supplies the California Retail Store to suspend) the California Retail Store from any Promotional activities for six (6) months following the date of the second failed JLI Compliance Check. For any California Retail Store that commits a second violation, JLI shall perform a third JLI Compliance Check within ninety (90) days of the second violation, which shall be in addition to the above-stated annual requirement. For any second age-verification failure, JLI shall communicate the age-verification non-compliance to the United States Food and Drug Administration (“FDA”).

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iii. Third JLI Compliance Check Failure: If a third violation occurs within one year of the first violation, JLI shall issue a letter notifying the California Retail Store of the third violation. JLI shall cease doing business with the California Retail Store as an authorized retailer for three (3) years from the date of the third failed JLI Compliance Check, and notify all applicable wholesalers, distributors, and sub-distributors to suspend sales of JUUL Products to the California Retail Store for the three-year period. For any California Retail Store that commits a third violation, JLI shall perform a fourth JLI Compliance Check within ninety (90) days of the third violation, which shall be in addition to the above-stated annual requirement. For any third age-verification failure, JLI shall communicate the age-verification non-compliance to the FDA.

iv. Fourth JLI Compliance Check Failure: If a fourth violation occurs within one year of the first violation, JLI shall cease doing business with the California Retail Store and notify all applicable wholesalers, distributors, and sub-distributors to suspend sales of JUUL Products to the California Retail Store. The embargo on doing business with that California Retail Store shall remain in place until new ownership of that California Retail Store wholly unrelated to the embargoed ownership is in place and licensed to sell vapor products. Where that California Retail Store is part of a chain or similar group of stores, “ownership” in the preceding sentence shall refer to the owner or franchisee of the specific California Retail Store at issue, and not to a parent company or owner of the chain. For any fourth age-verification failure, JLI shall communicate the age-verification non-compliance to the FDA.

e. If (i) JLI receives information pursuant to this Paragraph 40 or (ii) JLI

1 customer service receives information or complaints of California Retail
2 Stores violating the age-verification requirements or product quantity
3 limits, JLI shall conduct a JLI Compliance Check of those California Retail
4 Stores within ninety (90) days of receipt of such information or complaints.

5 f. JLI's obligations under this Paragraph become effective on the first day of
6 the first full calendar month beginning no earlier than twenty-one (21) days
7 after the Effective Date.

8 g. Every six (6) months, JLI shall provide the Attorney General with results
9 of its JLI Compliance Checks of California Retail Stores conducted
10 pursuant to Paragraph 40(a), with the first set of results being provided six
11 (6) months and two weeks after the terms of this Paragraph become
12 effective pursuant to Paragraph 40(f).

13 41. The Parties agree that JLI shall not be subject to any liability for any conduct by
14 California Retail Stores arising out of or relating to JLI's creation and maintenance of the retailer-
15 compliance program described above.

16 42. JLI shall continue to include serial numbers on JUUL Devices that permit
17 consumers in California to report the serial number of a JUUL Device confiscated from a Youth
18 through a website, currently <https://www.juul.com/trackandtrace>. Every six (6) months with the
19 reports provided pursuant to Paragraph 40(g), JLI shall report to the Attorney General any and all
20 information regarding any submissions to the website for transactions identified as relating to a
21 California Retail Store.

22 **III. DOCUMENT DEPOSITORY**

23 43. Depository Documents shall be made available to the public in a Document
24 Depository established consistent with this Part:

25 a. Within six (6) months of the Effective Date, JLI shall identify the
26 Depository Documents that were made available to the public, withheld, or
27 redacted pursuant to Section IV of the consent judgment between JLI and
28 the State of North Carolina dated June 28, 2021. The Settling Litigating

1 States may transmit these documents to the Depository Institution to be
2 made available to the public on the same basis as resolved pursuant to the
3 North Carolina consent judgment. The Settling Litigating States may not
4 make any additional objections to withheld or redacted documents that
5 were made available to the public, withheld, or redacted pursuant to the
6 North Carolina consent judgment.

7 b. For Depository Documents that have not already been made available to
8 the public, withheld, or redacted pursuant to the North Carolina consent
9 judgment, JLI may redact the following categories of information from the
10 Depository Documents:

- 11 i. Privileged information or attorney work product.
- 12 ii. Trade secret material, including documents that could be used to
13 create counterfeit or black market JUUL Products.
- 14 iii. Confidential Tax information.
- 15 iv. Confidential Personal Information and JLI personnel files, so long
16 as those personnel files do not contain information about any
17 employee's Covered Conduct. For the avoidance of doubt,
18 information related to compensation, purchase of shares, or
19 financial details relating to company acquisition are not
20 encompassed within the definition of Confidential Personal
21 Information or JLI personnel files.
- 22 v. Information that may not be disclosed under applicable federal,
23 state, or local law.
- 24 vi. Information that cannot be disclosed without violating the
25 contractual rights of third parties that JLI may not unilaterally
26 abrogate.
- 27 vii. Information regarding personal or professional matters unrelated to
28 JLI or ENDS, including but not limited to emails produced from the

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files of JLI custodians discussing vacation or sick leave, family, or other personal matters.

c. JLI may withhold a Depository Document in its entirety if it contains only information in subparagraphs 43(b)(i)-(vii) above. Documents so withheld must be replaced by JLI with a slip sheet identifying the document by Bates Number (where available) and JLI must identify any category that forms the basis for redaction or withholding.

d. JLI's inadvertent failure to redact or withhold a document under Paragraph 43(b) shall not constitute a waiver of any confidentiality rights that JLI has under this Paragraph, nor shall it prevent JLI from later redacting or withholding the document, or requesting that the State Plaintiffs return the inadvertently produced copy of the document.

e. Within sixteen (16) months of the Effective Date, JLI shall identify every Depository Document it seeks to redact or withhold and identify the category that forms the basis for redaction or withholding. Within three (3) months of JLI's identification of a document for redaction or withholding, the Multistate Leadership Committee shall confer with JLI about its redaction or withholding requests. The Multistate Leadership Committee may challenge such requests on the ground that the information at issue does not fall within the categories in Paragraph 43(b)(i)-(vii) above. In the event differences remain between the Parties with regard to JLI's redaction or withholding requests, within thirty (30) days after the deadline for the Multistate Leadership Committee and JLI to meet and confer, the Parties shall request that a court in one of the Settling Litigating States appoint one or more special masters to review any disputed documents and determine whether the information that JLI requests to redact or withhold falls within the categories in Paragraph 43(b)(i)-(vii) above. The determination of the special master(s) shall be binding on the Parties. The costs and fees of the

1 special master(s) shall be borne equally by the Parties. For the avoidance of
2 doubt, JLI's prior designation of any Depository Document under a
3 Settling Litigating State confidentiality or protective order shall not create
4 any presumption as to the confidentiality of such document for purpose of
5 the Document Depository.

6 44. The Document Depository shall be maintained and operated by one or more public
7 universities or similar research entities chosen by the Settling Litigating States (the "Depository
8 Institution"). The Settling Litigating States shall notify JLI of the Depository Institution chosen.
9 Upon its selection, the Depository Institution will commit to hosting for the public the Depository
10 Documents for no less than ten (10) years. The Document Depository shall be freely accessible to
11 the public and government entities of all states and territories in the United States.

12 45. JLI shall be responsible for and shall reimburse the Depository Institution for any
13 reasonable expenses incurred by it in the receiving, indexing, storing, and providing public access
14 to the Depository Documents for ten (10) years, not to exceed \$5,000,000. JLI shall establish a
15 single escrow account to be used by the Settling Litigating States collectively for the purpose of
16 reimbursing the Depository Institution established under Paragraph 44 for such expenses, which
17 shall be funded with \$1,000,000 within ninety (90) days of the Effective Date; provided that the
18 \$1,000,000 shall be used only after (i) the amounts reimbursed by JLI under this Paragraph
19 exceed \$4,000,000 in the aggregate or (ii) JLI is unable to reimburse the Depository Institution
20 within ninety (90) days of receipt of a written request for reimbursement. In the case of a change
21 in control of JLI or a sale of all or substantially all of JLI's assets, JLI agrees to place the
22 remaining \$4,000,000 in escrow for the purpose of reimbursing the Depository Institution within
23 ninety (90) days of such event.

24 46. The Depository Institution will make the Depository Documents produced by JLI
25 available to the public within two (2) years of its selection, provided that the documents produced
26 by or on behalf of the Individual Defendants shall be made available to the public only after the
27 Reference Date. Should the Depository Institution choose to discontinue hosting the Depository
28 Documents, the Depository Documents shall be transferred to the Settling Litigating States,

1 where they will remain available to the public at the discretion of and in the form selected by such
2 Settling Litigating States.

3 **IV. MONETARY PAYMENT**

4 47. JLI hereby warrants and represents that, as of the date of the execution of this
5 Consent Judgment, it is not insolvent as such term is defined and interpreted under 11
6 U.S.C. §§ 101 et seq. (“Code”) including, without limitation, Code §§ 547 and 548.

7 48. Subject to the terms and conditions below, JLI shall pay a total amount of
8 \$462,000,000 (“the Litigating States’ Settlement Amount”) to the Settling Litigating States as
9 follows: (a) \$57,750,000 within ninety (90) days of the Effective Date; (b) \$57,750,000 by June
10 1, 2024; (c) \$57,750,000 by June 1, 2025; (d) \$57,750,000 by June 1, 2026; (e) \$57,750,000 by
11 June 1, 2027; (f) \$57,750,000 by June 1, 2028; (g) \$57,750,000 by June 1, 2029; and (h)
12 \$57,750,000 by June 1, 2030. JLI shall notify the Settling Litigating States, in writing, at least
13 ninety (90) days prior to transmitting any payment required under subparagraphs (b)-(h).

14 49. If one or more state(s) listed on Exhibit B is not a Settling Litigating State, the
15 amounts in Paragraph 48, including the total and each annual payment, will be reduced by a
16 percentage reflecting the ratio of (a) the total population of all states listed on Exhibit B that are
17 not Settling Litigating States to (b) the total population of all states listed on Exhibit B, in each
18 case employing the population figures from the 2020 United States census.

19 50. Each payment under Paragraph 48 shall be allocated and distributed among the
20 Settling Litigating States in their sole discretion, in accordance with Exhibit D. Accordingly, JLI
21 shall pay the State Plaintiffs the following amounts as the State of California’s share: (a)
22 \$21,983,237.26 within ninety (90) days of the Effective Date; (b) \$21,983,237.26 by June 1,
23 2024; (c) \$21,983,237.26 by June 1, 2025; (d) \$21,983,237.26 by June 1, 2026; (e)
24 \$21,983,237.26 by June 1, 2027; (f) \$21,983,237.26 by June 1, 2028; (g) \$21,983,237.26 by June
25 1, 2029; and (h) \$21,983,237.26 by June 1, 2030, subject to Paragraph 49 and any prepayment
26 adjustments in Paragraph 51. Each payment shall be paid to the Attorney General and allocated
27 and distributed among the Attorney General, the District Attorney for Los Angeles County, and
28 Los Angeles County Counsel in accordance with Exhibit E. If the Effective Date for a Settling

1 Litigating State has not occurred by the time of a payment date, JLI shall pay that state's share of
2 the payment at issue 15 days after its Effective Date occurs.

3 51. JLI shall have the right to prepay any amount in Paragraphs 50(b)-(h) in whole or
4 in part before such amount becomes due at a discount calculated using an effective discount rate
5 of 7.5% per annum, with the discount calculated at the daily rate of -0.021357045% for each day
6 between (i) the later of (a) September 1, 2025 or (b) the date such payment is made by JLI and (ii)
7 the due date for the payment under Paragraph 50. Such pre-payment shall constitute full payment
8 of the undiscounted amount due under Paragraph 50. JLI shall notify the Settling Litigating
9 States, in writing, at least ninety (90) days prior to transmitting any pre-payment under this
10 Paragraph.

11 52. As detailed in Exhibit E, a portion of the amount paid to the State Plaintiffs shall
12 be used for the costs of the State Plaintiffs' investigation, litigation, filing fees and other court
13 costs, payments to expert witnesses and technical consultants, and related reimbursement for
14 other costs of the investigation and litigation, including attorneys' fees; a portion of the amount
15 paid to the State Plaintiffs shall be allocated and used in accordance with Section 17206 of the
16 Business and Professions Code; and the remaining amounts paid to the State Plaintiffs shall be
17 administered by the Attorney General, the District Attorney for Los Angeles County, and Los
18 Angeles County Counsel, and used as directed by these officials consistent with their respective
19 authorities, including but not limited to:

- 20 a. Programs that provide cessation assistance to California residents who
21 were exposed to ENDS while under the age of 21;
- 22 b. Education or prevention programs that are designed to prevent or reduce
23 use of ENDS by California residents who are under the age of 21;
- 24 c. Research by independent third parties in support of preventing ENDS use
25 by California residents who are under the age of 21;
- 26 d. Research into the health effects, whether short-, medium-, or long-term, of
27 the use of ENDS by persons, including persons under the age of 21;
- 28 e. Programs or equipment that are designed to abate the impact that ENDS

1 and other Nicotine products have had on California students, schools,
2 school districts and to prevent such impact in the future;

3 f. Efforts to mitigate the impact of, including by enforcing California and
4 federal law with respect to, disposable ENDS, Nicotine products, and
5 companies that have not taken steps similar to those described in this
6 Consent Judgment to limit access to or usage of Nicotine products by
7 California residents who are under the age of 21;

8 g. Other consumer education and enforcement efforts; and

9 h. Reimbursement for the costs of other investigation and litigation, including
10 attorneys' fees.

11 53. At least 50%, in the aggregate, of the amounts paid to the Settling Litigating States
12 under Paragraph 48 constitutes compensatory restitution and remediation within the meaning of
13 26 U.S.C. §162(f)(2)(A). As such, the Settling Litigating States shall cause to be completed and
14 timely filed a Form 1098-F with the Internal Revenue Service ("IRS") that identifies not less than
15 50%, in the aggregate, of the amounts paid to the Settling Litigating States as compensatory
16 restitution and remediation within the meaning of 26 U.S.C. § 162(f)(2)(A), including appurtenant
17 IRS regulations, guidance, and instructions, and shall timely furnish Copy B of such Form 1098-F
18 (or an acceptable substitute statement) to JLI.

19 **V. NOTICE**

20 54. All notices or certifications required to be provided to a Party or a designated state
21 office shall be sent in written form electronically and by first class mail, postage pre-paid, as
22 follows, unless a Party gives notice of a change to the other Party:

23 a. For JLI:
24 Tyler Mace
25 Chief Legal Officer
26 JUUL Labs, Inc.
27 1000 F Street
28 Washington, D.C. 20004
tyler.mace@juul.com

With a copy to:

1 JB Kelly
2 Wachtell, Lipton, Rosen & Katz
3 51 West 52nd Street
4 New York, NY 10019
5 jbkelly@wlrk.com

6 b. For California and/or the Attorney General:

7 James Hart
8 Supervising Deputy Attorney General
9 1300 "I" Street
10 P.O. Box 944255
11 Sacramento, CA 94244-2550
12 James.Hart@doj.ca.gov

13 c. For the District Attorney for Los Angeles County:

14 Hoon Chun
15 Head Deputy District Attorney
16 211 West Temple Street, Suite 1000
17 Los Angeles, CA 90012
18 hchun@da.lacounty.gov

19 d. For Los Angeles County Counsel

20 Scott Kuhn
21 Assistant County Counsel/Division Chief
22 648 Kenneth Hahn Hall of Administration
23 500 West Temple Street
24 Los Angeles, CA 90012-2713
25 skuhn@counsel.lacounty.gov

26 **VI. ENFORCEMENT**

27 55. JLI shall, after diligent inquiry, beginning one hundred and twenty (120) days
28 from the Effective Date and thereafter annually certify compliance with this Consent Judgment to
the State Plaintiffs pursuant to the notice provisions in Section V.

56. For the purposes of resolving disputes with respect to compliance with the
injunctive terms of this Consent Judgment, should any of the State Plaintiffs have a reasonable
basis to believe that JLI has engaged in a practice that may have violated the terms of this
Consent Judgment, the State Plaintiffs shall notify JLI of the specific objection, identify with
particularity the provision of this Consent Judgment that the practice appears to violate, and give
JLI thirty (30) days to respond to the notification. JLI shall have the thirty (30) day period to
provide a good faith written response to the State Plaintiffs' notification, containing either a
statement explaining why JLI believes it is in compliance with the Consent Judgment or a

1 detailed explanation of how the alleged violation occurred and a statement explaining how JLI
2 intends to remedy the alleged breach. Following receipt of JLI's written response, the Parties
3 shall meet and confer in good faith regarding the alleged violation. Nothing in this Section limits
4 the State Plaintiffs' Civil Investigative Demand or investigative subpoena authority, and JLI
5 reserves all of its rights in responding to a Civil Investigative Demand or investigative subpoena
6 issued pursuant to such authority.

7 57. The State Plaintiffs may assert any claim that JLI has violated this Consent
8 Judgment in a separate civil action to enforce compliance with this Consent Judgment, or may
9 seek any other relief afforded by law for violations of the Consent Judgment, but only after
10 providing JLI an opportunity to respond to the notification described in Paragraph 56 above;
11 provided, however, that the State Plaintiffs may take any action at any time if the State Plaintiffs
12 believe that, because of the specific practice, a threat to the health or safety of the public requires
13 immediate action.

14 58. A state may not enforce the Consent Judgment of another state.

15 **VII. RELEASE**

16 59. Releasors release and forever discharge the Released Parties from any and all
17 Claims based on, arising out of, or in any way related to the Covered Conduct prior to the
18 Effective Date to the full extent of the Releasors' power and authority to release Claims (the
19 "Released Claims"); provided, however, that if either JLI fails to make any of the payments
20 required under Paragraph 50(a)-(e) by thirty (30) days after such payment's due date or JLI enters
21 Bankruptcy Proceedings prior to the Reference Date, then the release and discharge of the
22 Individual Defendants shall no longer be effective.

23 60. The release in Paragraph 59 is intended by the Parties to be broad and shall be
24 interpreted so as to give all the Released Parties the broadest possible bar against any liability
25 relating in any way to Released Claims. Subject to the enumerated carve-outs in this Section, this
26 Consent Judgment shall be a complete bar to any Released Claims.

27 61. Nothing in Paragraphs 59-60 will be construed as an approval by the Attorney
28 General, the District Attorney for Los Angeles County, Los Angeles County Counsel, the Court,

1 the State of California, or any agency thereof of Released Parties' past, present, or future conduct
2 or business practices.

3 62. Notwithstanding any term of this Consent Judgment, any and all of the following
4 forms of liability are specifically reserved and not released under Paragraph 59:

- 5 a. Any criminal liability;
- 6 b. Any liability for state or federal securities violations;
- 7 c. Any liability for state or federal tax violations (other than tax liability
8 alleged or Claims brought against any Released Party in the Lawsuit);
- 9 d. Any state or federal antitrust liability;
- 10 e. Any state or federal environmental liability (other than such liability
11 alleged or Claims brought against any Released Party in the Lawsuit); and
- 12 f. Any enforcement of the terms of this Consent Judgment.

13 63. The Parties acknowledge that the payments set forth in this Consent Judgment are
14 in compromise of Claims asserted by the Settling Litigating States in their respective lawsuits,
15 based on JLI's representations regarding its financial condition and its willingness to enter into
16 this Consent Judgment and are subject to the following: If JLI fails to make any payment required
17 under Paragraph 50 within thirty (30) days of its due date, and has not entered Bankruptcy
18 Proceedings, the State Plaintiffs may immediately collect their share under Paragraph 50 of the
19 amount then due using the methods described in California state law, and by any other means
20 authorized by California or other applicable law;

21 64. If JLI enters Bankruptcy Proceedings prior to the Reference Date, then

- 22 a. the Multistate Leadership Committee may provide notice to JLI that the
23 financial obligations and release of JLI under this Consent Judgment are
24 terminated and the State Plaintiffs may then seek judgment against JLI on
25 liability and damages to the extent allowed by the Bankruptcy Court
26 pursuant to any claim or cause of action brought in the Lawsuit;

- 1 b. if the State Plaintiffs receive a judgment as described above, all amounts
2 previously received by the State Plaintiffs under this Consent Judgment
3 shall be credited against such judgment; and
- 4 c. provisions regarding the release of all Released Parties under Paragraph 59
5 other than JLI shall remain in full force and effect.
- 6 d. Alternatively, the Settling Litigating States may notify JLI that the
7 remaining payments under Paragraph 48 are fully due, the release of JLI
8 under Paragraph 59 shall remain in full force and effect, and the State
9 Plaintiffs may immediately collect their share under Paragraph 50 of the
10 amounts due using the methods described in California law, and by any
11 other means authorized by California or other applicable law, unless stayed
12 under federal bankruptcy law.

13 65. If JLI enters Bankruptcy Proceedings later than the Reference Date but prior to
14 ninety-one (91) days of payment of all amounts due under Paragraph 48, the State Plaintiffs may
15 immediately collect their share under Paragraph 50 of the amounts due using the methods
16 described in California law, and by any other means authorized by California or other applicable
17 law, unless stayed under federal bankruptcy law.

18 66. Any applicable statute of limitation with respect to the Released Parties is tolled
19 from the date of this Consent Judgment until the Reference Date.

20 **VIII. PARITY PROVISION**

21 67. If, after the Effective Date but before the date four (4) years after such date, JLI
22 enters into any pre-trial and pre-judgment settlement or consent judgment with another state,
23 commonwealth, or territory of the United States or the District of Columbia, by and through their
24 attorneys general (“Other State(s)”), that resolves claims similar to the Released Claims, and such
25 settlement or consent judgment contains overall payment or compliance provisions more
26 favorable to such Other State(s) than the overall payment or compliance terms of this Consent
27 Judgment, then this Consent Judgment will be revised to contain such more favorable payment or
28 compliance provisions. This Section VIII does not apply to, and there is no ability of any Settling

1 Litigating State to seek or obtain revision of this Consent Judgment based on, any Other State
2 agreement with JLI that is entered into after ninety (90) calendar days prior to the scheduled start
3 date of a trial between JLI and the Other State or any severed or bifurcated portion thereof.

4 68. If JLI enters into a pre-trial or pre-judgment settlement or consent judgment with
5 an Other State during the time period referenced in Paragraph 67, JLI shall provide a copy of such
6 Other State's settlement document to the Multistate Leadership Committee for review within ten
7 (10) days of its effective date. If, after review of the Other State's settlement document, the
8 Multistate Leadership Committee believes such settlement document contains overall conduct
9 terms requiring revision to this Consent Judgment, then, on behalf of the Attorneys General of the
10 Settling Litigating States, the Multistate Leadership Committee shall provide written notice to JLI
11 within fifteen (15) days of receipt of the Other State's settlement document requesting that this
12 Consent Judgment be revised to contain such more favorable conduct terms. JLI and the
13 Multistate Leadership Committee or their representative states shall promptly meet and confer in
14 good faith concerning any such request. If an agreement is reached between JLI and the
15 Multistate Leadership Committee that a revision of this Consent Judgment is required, this
16 Consent Judgment shall be revised accordingly. If an agreement is reached between JLI and the
17 Multistate Leadership Committee that no revision of this Consent Judgment is required, then this
18 Consent Judgment shall not be revised. If after meeting and conferring JLI and the Multistate
19 Leadership Committee fail to reach an agreement as to whether a revision is required, the
20 Attorney General may request that the Court determine whether revision of this Consent
21 Judgment is required under this Paragraph.

22 **IX. GENERAL TERMS**

23 69. Term: The provisions of Paragraphs 2–42 shall remain in place as follows:

- 24 a. The provisions of Paragraphs 2–5, 7, 15, 16, 19–25, 28, and the provisions
25 of Paragraph 34 to the extent the underlying terms at issue have not expired
26 under this Paragraph 69, shall not expire (subject to the provisions of
27 subparagraph c below).
28

- 1 b. The provisions of Paragraphs 9, 11, and 12, shall not expire except as
2 described in those provisions.
- 3 c. The remaining provisions shall expire six (6) years after the Effective Date.
4 If JLI receives an Authorization Order that contains authorizations,
5 obligations, standards, or requirements as to conduct addressed in such
6 remaining provisions (including by incorporating actions, obligations,
7 standards, requirements proposed or set forth in JLI’s application for such
8 Authorization Order), then as of the date of such Authorization Order:
9 i. such authorizations, obligations, standards, or requirements shall
10 supersede any different obligations, standards, or requirements in
11 Section II; and
12 ii. actions by JLI that act within or reasonably implement such
13 obligations, standards or requirements of the Authorization Order
14 shall be permissible under this Consent Judgment even if any
15 remaining provision hereof would provide otherwise.
- 16 d. Within thirty (30) days, or such other time as the Parties may mutually
17 agree, after the FDA’s issuance of an Authorization Order, JLI shall meet
18 and confer with the Multistate Leadership Committee regarding the scope
19 of the Authorization Order, whether JLI believes the Order addresses
20 provisions from subparagraph c above, and JLI’s plans to implement it.
- 21 e. “Authorization Order” means a granted written marketing order from the
22 FDA authorizing a Premarket Tobacco Product Application (“PMTA”)
23 submitted by JLI related to JUUL Products or other written authorization
24 from the FDA to JLI related to JUUL Products (including a Modified Risk
25 Tobacco Product Application).

26 70. Any failure of the State Plaintiffs to exercise any right under any provision of this
27 Consent Judgment shall not constitute a waiver of any rights of the State Plaintiffs to enforce such
28 provision prospectively.

1 71. Applicability: This Consent Judgment applies only to JLI in its corporate capacity
2 and acting through its respective successors and assigns, directors, officers, employees, agents,
3 subsidiaries, divisions, or other internal organizational units of any kind or any other entities
4 acting in concert or participation with them. The remedies, penalties, and sanctions that may be
5 imposed or assessed in connection with a violation of this Consent Judgment (or any order issued
6 in connection herewith) shall only apply to JLI.

7 72. Successors: This Consent Judgment is binding on, and inures to the benefit of, the
8 Parties' successors and assigns. For the avoidance of doubt, if JLI ceases selling a type of JUUL
9 Product that it either sold in the United States or had in development as of either April 1, 2022 or
10 the Effective Date, and a company other than JLI thereafter sells such type of JUUL Product in
11 California, that company shall be considered a successor of JLI with respect to such JUUL
12 Product for purposes of compliance provisions under Section II of this Consent Judgment and all
13 associated provisions necessary for their enforcement and interpretation. For the avoidance of
14 doubt, the compliance provisions of Section II of this Consent Judgment shall not apply to such
15 company's own products.

16 73. The compliance provisions of Section II of this Consent Judgment shall be binding
17 on the Individual Defendants and on any business that the Individual Defendants control directly
18 or indirectly that engages in the Promotion or sale of ENDS or Nicotine products.

19 74. Non-Release: Except as otherwise specifically provided in this Consent Judgment,
20 nothing in this Consent Judgment shall limit, prejudice, or otherwise interfere with the rights of
21 any Settling Litigating State or State Plaintiffs to pursue any and all rights and remedies they may
22 have against any non-Released Party.

23 75. Restrictions on Transfers: JLI shall not in one (1) transaction, or a series of related
24 transactions, sell or transfer assets having a fair market value equal to twenty-five percent (25%)
25 or more of the consolidated assets of JLI (other than sales or transfers of inventories, or sales or
26 transfers to an entity owned directly or indirectly by JLI) where the sale or transfer is announced
27 after the Effective Date, is not for fair consideration, and would foreseeably and unreasonably
28 jeopardize JLI's ability to make the payments under this Consent Judgment that are due on or

1 before the payment date under Paragraph 48(e) following the close of a sale or transfer
2 transaction, unless JLI obtains the acquiror's agreement that it will be either a guarantor of or
3 successor to the percentage of JLI's remaining payment obligations under this Consent Judgment
4 equal to the percentage of JLI's consolidated assets being sold or transferred in such transaction.
5 Percentages under this section shall be determined in accordance with the United States generally
6 accepted accounting principles and as of the date of JLI's most recent publicly filed consolidated
7 balance sheet prior to the date of entry into the sale or transfer agreement at issue.

8 76. Negotiated Judgment: The Parties are entering into this Consent Judgment for the
9 purpose of compromising and to avoid the time, expense, burden, and uncertainty associated with
10 continuing litigation, and to address the State Plaintiffs' concerns with JLI's historical business
11 practices with respect to JUUL Products. It is expressly agreed that this Consent Judgment is not
12 admissible in any proceeding (except in a dispute between the State Plaintiffs and JLI regarding
13 compliance with the Consent Judgment or as necessary for the Released Parties to enforce the
14 release provisions), and it is also expressly agreed and understood that nothing contained in this
15 Consent Judgment may be taken as or construed to be an admission or concession of any liability,
16 wrongdoing, or violation of any source of law, or of any other matter of fact or law. This Consent
17 Judgment is not intended to be used or admissible in any unrelated administrative, civil, or
18 criminal proceeding. JLI does not waive any defenses it may raise elsewhere in other litigation or
19 matters.

20 77. Private Action: This Consent Judgment shall not confer any rights upon, and is not
21 enforceable by, any persons or entities besides the State Plaintiffs and the Released Parties. The
22 State Plaintiffs may not assign or otherwise convey any right to enforce any provision of this
23 Consent Judgment, provided that nothing in this sentence shall preclude the State Plaintiffs from
24 employing the services of a collection agency for the purpose of pursuing collection of payments
25 due under this Consent Judgment.

26 78. Conflict with Other Laws: Nothing in this Consent Judgment shall impose an
27 obligation on JLI that is less restrictive than JLI's obligations under federal, state, or local law,
28 rule, regulation, or guidance. In the event there is a conflict between this Consent Judgment and

1 the requirements of federal, state, or local laws, such that JLI cannot comply with this Consent
2 Judgment without violating these requirements, JLI shall document such conflicts and notify the
3 Attorney General that it intends to comply with the federal, state, or local requirements to the
4 extent necessary to eliminate the conflict. Within thirty (30) days after receipt of a notification
5 from JLI referenced above, the State Plaintiffs may request a meeting to discuss the steps JLI has
6 implemented to resolve the conflict, and JLI shall comply with any such reasonable request.
7 Nothing in this Consent Judgment shall relieve JLI of its obligation to comply with all local, state
8 and federal laws.

9 79. The Promotion or sale of JUUL Products solely for consumers outside California
10 shall not be deemed actions taken (or omitted to be taken) in California or directed at consumers
11 in California, and the provisions of this Consent Judgment shall not be applicable to such
12 Promotion of JUUL Products.

13 80. Nothing in this Consent Judgment shall prohibit JLI from complying with the
14 terms of any court order.

15 81. Except as expressly set forth herein, this Consent Judgment shall not be modified
16 (by this Court, by any other court, or by any other means) without the consent of the Attorney
17 General, the District Attorney for Los Angeles County, Los Angeles County Counsel, and JLI, or
18 as provided for in Paragraphs 67-68.

19 82. This Consent Judgment shall not be construed or used as a waiver or any limitation
20 of any defense otherwise available to JLI in any pending or future legal, regulatory, or
21 administrative action or proceeding, or JLI's right to defend itself from, or make any arguments
22 in, any individual or class claims or suits.

23 83. Except as provided herein, each Party shall bear its own attorneys' fees and costs
24 arising out of, related to, or in connection with entry of this Consent Judgment.

25 84. Except for Paragraphs 59-66, if any provision of this Consent Judgment shall, for
26 any reason, be held illegal, invalid, or unenforceable, in whole or in part, such illegality,
27 invalidity, or unenforceability shall not affect any other provision or clause of this Consent
28

1 Judgment and this Consent Judgment shall be construed and enforced as if such illegal, invalid, or
2 unenforceable provision, in whole or in part, had not been contained herein.

3 85. This Consent Judgment represents the entire agreement between the Parties, and
4 there are no representations, agreements, arrangements, or understandings, oral or written,
5 between the Parties relating to the subject matter of this Consent Judgment that are not fully
6 expressed herein or attached hereto. In any action undertaken by the Parties, no prior versions of
7 this Consent Judgment and no prior versions of any of its terms that were not entered by the Court
8 in this Consent Judgment may be introduced for any purpose whatsoever.

9 86. The Court retains jurisdiction over this Consent Judgment and the Parties with
10 respect to this Consent Judgment.

11 87. This Consent Judgment does not limit the rights of any private party to pursue any
12 private remedies allowed by law; provided that this Consent Judgment is not intended to create
13 any private right of action by other parties.

14 88. This Consent Judgment may be executed by the Parties in counterparts and be
15 delivered by facsimile or electronic transmission, or a copy thereof, such constituting an original
16 counterpart hereof, all of which together will constitute one and the same document.

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IT IS SO STIPULATED AND AGREED

Dated: April 11, 2023

ROB BONTA
Attorney General of California

JAMES V. HART
Supervising Deputy Attorney General
Attorneys for Plaintiff, People of the State of California

Dated: April ____, 2023

GEORGE GASCÓN
Los Angeles County District Attorney

HOON CHUN
Head Deputy District Attorney
Attorneys for Plaintiff, People of the State of California

Dated: April ____, 2023

DAWYN R. HARRISON
County Counsel, Los Angeles County

SCOTT KUHN
Assistant County Counsel
Attorneys for Plaintiff, People of the State of California

Dated: April ____, 2023

JUUL LABS, INC.

DAVID I. HOROWITZ
Attorney for Defendant, JUUL Labs, Inc.

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IT IS SO STIPULATED AND AGREED

Dated: April ____, 2023

ROB BONTA
Attorney General of California

JAMES V. HART
Supervising Deputy Attorney General
Attorneys for Plaintiff, People of the State of California

Dated: April 11, 2023

GEORGE GASCÓN
Los Angeles County District Attorney



HOON CHUN
Head Deputy District Attorney
Attorneys for Plaintiff, People of the State of California

Dated: April ____, 2023

DAWYN R. HARRISON
County Counsel, Los Angeles County

SCOTT KUHN
Assistant County Counsel
Attorneys for Plaintiff, People of the State of California

Dated: April ____, 2023

JUUL LABS, INC.

DAVID I. HOROWITZ
Attorney for Defendant, JUUL Labs, Inc.

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IT IS SO STIPULATED AND AGREED

Dated: April ____, 2023

ROB BONTA
Attorney General of California

JAMES V. HART
Supervising Deputy Attorney General
Attorneys for Plaintiff, People of the State of California

Dated: April ____, 2023

GEORGE GASCÓN
Los Angeles County District Attorney

HOON CHUN
Head Deputy District Attorney
Attorneys for Plaintiff, People of the State of California

Dated: April 11, 2023

DAWYN R. HARRISON
County Counsel, Los Angeles County

Jon Scott Kuhn

SCOTT KUHN
Assistant County Counsel
Attorneys for Plaintiff, People of the State of California

Dated: April ____, 2023

JUUL LABS, INC.

DAVID I. HOROWITZ
Attorney for Defendant, JUUL Labs, Inc.

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IT IS SO STIPULATED AND AGREED

Dated: April ____, 2023

ROB BONTA
Attorney General of California

JAMES V. HART
Supervising Deputy Attorney General
Attorneys for Plaintiff, People of the State of California

Dated: April ____, 2023

GEORGE GASCÓN
Los Angeles County District Attorney

HOON CHUN
Head Deputy District Attorney
Attorneys for Plaintiff, People of the State of California

Dated: April ____, 2023

DAWYN R. HARRISON
County Counsel, Los Angeles County

SCOTT KUHN
Assistant County Counsel
Attorneys for Plaintiff, People of the State of California

Dated: April 11, 2023

JUUL LABS, INC.



DAVID I. HOROWITZ
Attorney for Defendant, JUUL Labs, Inc.

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IT IS SO ORDERED

Dated: _____ Hon. Stephen Kaus

Exhibit A

1. JUUL Labs, Inc., a corporation organized under the laws of Delaware.
2. 1186610 B.C. Ltd., a limited liability company organized under the laws of the Province of British Columbia.
3. 1186675 B.C. Ltd., a limited liability company organized under the laws of the Province of British Columbia.
4. Ala Kuponon Insurance, Co. Inc. a corporation organized under the laws of Hawaii.
5. Envenio, Inc., a corporation organized under the laws of Canada.
6. JUUL Labs (Shanghai) Co., Ltd., a limited liability company organized under the laws of China.
7. JUUL Labs (Shanghai) Co., Ltd., Shenzhen Branch, a limited liability company organized under the laws of China.
8. JUUL Labs (Shanghai) Co., Ltd., Suzhou Branch, a limited liability company organized under the laws of China.
9. JUUL Labs and Products Israel, Ltd., a limited liability company organized under the laws of Israel.
10. JUUL Labs Austria GmbH, a limited liability company organized under the laws of Austria.
11. JUUL Labs Belgium SRL, a limited liability company organized under the laws of Belgium.
12. JUUL Labs Canada, Ltd., a limited liability company organized under the laws of Canada.
13. JUUL Labs Colombia S.A.S., a simplified stock company organized under the laws of Colombia.
14. JUUL Labs CZ & SK s.r.o., a company organized under the laws of the Czech Republic.
15. JUUL Labs Czech Republic s.r.o., a company organized under the laws of the Czech Republic.

- 1 16. JUUL Labs France SAS, a limited liability company organized under the laws of
2 France.
- 3 17. JUUL Labs Germany GmbH, a limited liability company organized under the laws
4 of Germany.
- 5 18. JUUL Labs Global Business Services, Sp. Z.o.o., a limited liability company
6 organized under the laws of Poland.
- 7 19. JUUL Labs Greece M.E.P.E., a limited liability company organized under the laws
8 of Greece.
- 9 20. JUUL Labs Exports, LLC, a limited liability company organized under the laws of
10 Delaware.
- 11 21. JUUL Labs IHB FinCo Ltd., a limited liability company organized under the laws
12 of England and Wales.
- 13 22. JUUL Labs IHB Limited, a limited liability company organized under the laws of
14 England and Wales.
- 15 23. JUUL Labs India Private Limited, a private limited liability company organized
16 under the laws of India.
- 17 24. JUUL Labs International Inc., a corporation organized under the laws of Delaware
- 18 25. JUUL Labs Ireland Ltd., a limited liability company organized under the laws of
19 Ireland.
- 20 26. JUUL Labs Italia S.R.L., a limited liability company organized under the laws of
21 Italy.
- 22 27. JUUL Labs Japan Company Limited, a company organized under the laws of
23 Japan.
- 24 28. JUUL Labs Korea LLC, a limited liability company organized under the laws of
25 Korea.
- 26 29. JUUL Labs Netherlands B.V., a private limited liability company organized under
27 the laws of The Netherland.
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- 1 30. JUUL Labs New Zealand Limited, a limited liability company organized under the
2 laws of New Zealand.
- 3 31. JUUL Labs Poland, Sp. Z.o.o., a limited liability company organized under the
4 laws of Poland.
- 5 32. JUUL Labs Portugal Unipessoal LDA, a private limited liability company
6 organized under the laws of Portugal.
- 7 33. JUUL Labs RU Limited Liability Company, a limited liability company organized
8 under the laws of Russia.
- 9 34. JUUL Labs Services, Sp. Z.o.o., a limited liability company organized under the
10 laws of Poland.
- 11 35. JUUL Labs Singapore HoldCo Pte. Ltd, a limited liability company organized
12 under the laws of Singapore.
- 13 36. JUUL Labs Spain S.L., a company organized under the laws of Spain.
- 14 37. JUUL Labs Switzerland GmbH, a limited liability company organized under the
15 laws of Switzerland.
- 16 38. JUUL Labs UK Holdco Limited (DMCC Branch), a limited liability company
17 organized under the laws of the United Arab Emirates.
- 18 39. JUUL Labs UK HoldCo Limited, a limited liability company organized under the
19 laws of England and Wales.
- 20 40. JUUL Labs UK Ltd., a limited liability company organized under the laws of
21 England and Wales.
- 22 41. JUUL Labs Ukraine, a limited liability company organized under the laws of
23 Ukraine.
- 24 42. JUUL Labs Virginia, LLC, a limited liability company organized under the laws of
25 Virginia.
- 26 43. JUUL Pasadena Labs, Inc., a corporation organized under the laws of Delaware.
- 27 44. Main Mission LLC, a limited liability company organized under the laws of
28 Delaware.

- 1 45. Main Mission Mezz LLC, a limited liability company organized under the laws of
2 Delaware.
- 3 46. Pax Labs, Inc., a corporation organized under the laws of Delaware.
- 4 47. Representative Office of JUUL Labs Singapore Holdco Pte. Ltd.
- 5 48. Shenzhen Wei'ai Tech Co., Ltd., a limited liability company organized under the
6 laws of China.
- 7 49. Vapor Investment Partners LLC, a limited liability company organized under the
8 laws of Delaware.
- 9 50. VMR CZ Sro, a company organized under the laws of Czech Republic.
- 10 51. VMR (HK) Holdings LTD, a limited liability company organized under the laws
11 of Hong Kong.
- 12 52. VMR Products B.V. a company organized under the laws of the Netherlands.
- 13 53. VMR Products LLC, a limited liability company organized under the laws of
14 Florida.
- 15 54. VMR Products Shenzhen Ltd., a limited liability company organized under the
16 laws of China.
- 17 55. VMR Products, Inc., a corporation organized under the laws of Delaware.
- 18 56. VMR Strategic LLC, a limited liability company organized under the laws of
19 Delaware.
- 20 57. Zhonghe Hengtong VMR (Shenzhen) Technology, Ltd., a limited liability
21 company organized under the laws of China.
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Exhibit B

List of States in Multistate Group

California
Colorado
District of Columbia
Illinois
Massachusetts
New Mexico
New York

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Exhibit C

Website Attestation

In accordance with Paragraph 10, and subject to alternate agreement between JLI and the Multistate Leadership Committee, JLI shall maintain the following attestation on the welcome page to www.juullabscience.com:

Disclaimer

This website serves as a centralized portal for Juul Labs to disseminate scientific information to members of the scientific and public health communities, regulators, and policymakers. This information is not for advertising or promotional purposes, and is not intended for a consumer audience or anyone below the age of 21.

By clicking accept, I agree to these terms and that I am over the age of 21.

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Exhibit D

Settling Litigating State Allocation

State	Allocated Share
California	\$175,865,898.05
Colorado	\$31,713,649.05
District of Columbia	\$15,178,398.95
Illinois	\$67,669,755.94
Massachusetts	\$41,740,057.66
New Mexico	\$17,082,606.98
New York	\$112,749,633.37
Total	\$462,000,000.00

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Exhibit E

Allocation of State of California Funds by Office and Payment

Amounts due under Paragraph 50 of the Consent Judgment shall be paid to the Attorney General and administered by and for the State Plaintiffs in accordance with the instructions below, with any disbursements made by the Attorney General to the various funds within 15 days of receipt of payment. Absent other agreement among the State Plaintiffs, payments to the County of Los Angeles and Los Angeles County District Attorney’s Office accounts shall be transmitted by check.

//

Payment	Account or Fund	Percentage
	<i>For investigation and litigation costs and fees</i>	
	To the County of Los Angeles, "For costs of investigation and litigation, to be used consistent with Section 17206 of the Business and Professions Code"	4.062295100%
	To the Los Angeles County District Attorney's Office, "For costs of investigation."	1.137230140%
	To the California Department of Justice, Public Rights Law Enforcement Special Fund no. 3053, "For costs of investigation, to be used for costs necessary to pursue Public Health-related actions or initiatives investigated by the Attorney General for the benefit of the State of California."	45.489205620%
	To the California Department of Justice, Litigation Deposit Fund, "People v. JUUL Labs, Inc., Common Expenses"	2.274460280%
	<i>For purposes in accordance with B&P 17206</i>	
	To the County of Los Angeles, "Paid pursuant to Section 17206 of the Business & Professions Code"	3.247711210%
Payments 50(a) and 50(b)	To the Los Angeles District Attorney's Office, "Paid pursuant to Section 17206 of the Business & Professions Code"	3.247711210%
	To the California Department of Justice, Unfair Competition Fund no. 3087, "To be allocated and used in accordance with Section 17206 of the Business & Professions Code"	6.495422410%
	<i>For other enumerated purposes</i>	
	To the County of Los Angeles, "To be used to for preventing and treating nicotine addiction and consumer and public education related to vaping and/or nicotine use and addiction including but not limited to all costs related to: (1) programs that provide cessation assistance to County residents; (2) education or prevention programs designed to prevent or reduce use of electronic nicotine delivery systems ('ENDS') and nicotine products; (3) research in support of preventing ENDS use by County residents; (4) research into the health effects of use by ENDS; (5) programs or equipment designed to abate the impacts that ENDS and other nicotine products have had on youth and to reduce those impacts in the future; (6) other prevention, treatment, consumer education and enforcement efforts."	15.598575720%

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Payment	Account or Fund	Percentage
	California Department of Justice, Litigation Deposit Fund, "People v. JUUL Labs, Inc., E-Cigarette Programs"	18.447388310%
		100.000000000%

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Payment	Account or Fund	Percentage
	<i>For investigation and litigation costs and fees</i>	
	To the County of Los Angeles, "For costs of investigation and litigation, to be used consistent with Section 17206 of the Business and Professions Code"	4.062295100%
	To the Los Angeles County District Attorney's Office, "For costs of investigation."	1.137230140%
	<i>For purposes in accordance with B&P 17206</i>	
	To the County of Los Angeles, "Paid pursuant to Section 17206 of the Business & Professions Code"	3.247711210%
	To the Los Angeles District Attorney's Office, "Paid pursuant to Section 17206 of the Business & Professions Code"	3.247711210%
	To the California Department of Justice, Unfair Competition Fund no. 3087, "To be allocated and used in accordance with Section 17206 of the Business & Professions Code"	6.495422410%
Payments 50(c) through 50(h)	<i>For other enumerated purposes</i>	
	To the County of Los Angeles, "To be used to for preventing and treating nicotine addiction and consumer and public education related to vaping and/or nicotine use and addiction including but not limited to all costs related to: (1) programs that provide cessation assistance to County residents; (2) education or prevention programs designed to prevent or reduce use of electronic nicotine delivery systems ('ENDS') and nicotine products; (3) research in support of preventing ENDS use by County residents; (4) research into the health effects of use by ENDS; (5) programs or equipment designed to abate the impacts that ENDS and other nicotine products have had on youth and to reduce those impacts in the future; (6) other prevention, treatment, consumer education and enforcement efforts."	15.598575720%
	To the California Department of Justice, Litigation Deposit Fund, "People v. JUUL Labs, Inc., E-Cigarette Programs"	66.211054210%
		100.000000000%