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[Submitting Counsel on Signature Page]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE JUUL LABS, INC., MARKETING,
SALES PRACTICES, AND PRODUCTS
LIABILITY LITIGATION

CASE NO. 19-md-02913-WHO

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR PRELIMINARY
APPROVAL OF ALTRIA CLASS ACTION
SETTLEMENT**

This Document Relates to:
All Class Actions

MOTION HEARING

DATE: TBD
TIME: TBD
LOCATION: TBD

HON. WILLIAM H. ORRICK III

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NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL

PLEASE TAKE NOTICE THAT on a date and time convenient for the Honorable William H. Orrick III of the United States District Court for the Northern District of California, San Francisco Division, located in Courtroom 2, 17th Floor at 450 Golden Gate Avenue, San Francisco, CA 94102, Class Plaintiffs,¹ by and through their undersigned counsel of record, will and hereby do move for entry of an order:²

- (1) preliminarily approving the proposed settlement of the class action claims in this litigation as against the remaining Defendants (*i.e.* Altria and affiliated entities);
- (2) finding that certification for purposes of settlement of the Settlement Class defined as follows is likely: All individuals who purchased, in the United States, a JUUL Product from brick and mortar or online retailer before December 6, 2022;³
- (3) preliminarily approving the proposed Plan of Allocation;
- (4) approving and ordering the implementation of the proposed Notice Plan;
- (5) authorizing the payment of initial settlement administration expenses; and
- (6) setting a date for a Final Approval Hearing.

A copy of Class Plaintiffs' [Proposed] Order Granting Preliminary Approval of Class Action Settlement is separately submitted with this Motion.

Class Plaintiffs' Motion is based on Federal Rule of Civil Procedure 23, the Northern

¹ Class Plaintiffs for the purposes of settlement are Bradley Colgate, Joseph DiGiacinto on behalf of C.D., Lauren Gregg, Tyler Krauel, and Jill Nelson on behalf of L.B.

² Capitalized terms in this Motion incorporate the defined terms from the Altria Class Settlement Agreement.

³ Excluded from the Settlement Class are (a) the Settling Defendants or any other named defendant in the litigation; (b) officers, directors, employees, legal representatives, heirs, successors, or wholly or partly owned subsidiaries or affiliated companies of the Settling Defendants or any other named defendant in the litigation; (c) Class Counsel and their employees; (d) the Court and other judicial officers, their immediate family members, and associated court staff assigned to MDL No. 2913; and (e) those individuals who timely and validly exclude themselves from the Settlement Class.

1 District’s Procedural Guidance for Class Action Settlement (“District Guidelines”), this Notice of
 2 Motion, the supporting Memorandum of Points and Authorities, the Declaration of Dena Sharp,
 3 the declaration of Cam Azari (Senior Vice President with Epiq Class Action & Claims Solutions,
 4 Inc.), and the pleadings and papers on file in MDL No. 2913 (the “Litigation”), and any other
 5 matter this Court may take notice of.

6 MEMORANDUM OF POINTS AND AUTHORITIES

7 **I. INTRODUCTION**

8 Class Plaintiffs seek preliminary approval of settlement with Defendants Altria Group,
 9 Inc., Altria Client Services LLC, Altria Enterprises, LLC, Altria Group Distribution Company,
 10 Philip Morris USA, Inc. (collectively, “Altria”) for \$45,531,250.00. This settlement follows the
 11 \$255,000,000.00 settlement with JUUL Labs, Inc. (“JLI”) and related parties (“JLI Class Action
 12 Settlement”), which this Court preliminarily approved in January, Dkt. 3779 (“JLI Settlement
 13 Preliminary Approval Order”). On top of the earlier settlement, Class Plaintiffs have agreed on
 14 behalf of the same Settlement Class to settle the economic loss claims against Altria, the last
 15 remaining defendants in this MDL, for an additional \$45 million. This settlement is the result of
 16 years of mediation overseen by Special Master Thomas J. Perrelli and significant efforts of Class
 17 Counsel⁴ to develop the RICO theory and discovery record, obtain certification of two nationwide
 18 RICO classes, defend the certification order against Altria’s attacks on appeal and, in close
 19 coordination with other plaintiffs’ counsel in the MDL, to effectively present evidence in support
 20 of the claims against Altria in the first bellwether trial. The proposed class settlement with Altria
 21 resolves all remaining Class claims against all remaining defendants in the MDL.⁵

22 Settlement Class Members will be eligible for payments from the Altria Class Settlement
 23 Fund based on the estimated amount they paid for JUUL Products. Class Counsel have designed
 24 the notice program to complement and supplement notice of the JLI Class Action Settlement, and
 25

26 ⁴ In its order granting preliminary approval of the JLI Class Action Settlement, the Court
 appointed Dena Sharp of Girard Sharp LLP as Settlement Class Counsel. Dkt. 3779 at 7.

27 ⁵ In separate agreements, Altria has also resolved the claims brought by individuals who asserted
 28 claims for personal injury, and by school district and local government entities that asserted
 claims for public nuisance (the Non-Class Settlement Agreements).

1 the notice program will advise Settlement Class Members of their rights and options. To ensure
2 consistency and maximize efficiency, Class Members not need to submit a new claim if they
3 already submitted a claim in connection with the JLI Class Action Settlement, and Class Counsel
4 anticipates that Class Members will receive a single payment that includes the amounts due to
5 them under both the Altria and JLI settlements in accordance with the same Plan of Allocation as
6 in the JLI Class Action Settlement. Class Counsel will work to reduce administration costs
7 wherever possible by building on the notice and claims process already approved by this Court in
8 connection with the JLI Class Action Settlement. The settlement offers Class Members a
9 streamlined claim process supervised by Class Counsel and an experienced Class Settlement
10 Administrator. Any attorneys' fees and expenses will be paid from the Altria Settlement Fund in
11 amounts subject to this Court's discretion.

12 The Altria Class Settlement Agreement (Sharp Decl., Ex. 1) meets all the criteria for
13 approval under Federal Rule of Civil Procedure 23. The settlement is the product of extensive
14 arm's-length negotiations among experienced attorneys familiar with the legal and factual issues
15 in this case, including an acute awareness of the risks at trial and on appeal. The terms of the
16 Altria Class Settlement Agreement and Plan of Allocation treat all Class Members equitably
17 relative to each other and will deliver significant additional relief to the Settlement Class. Class
18 Plaintiffs and Class Counsel believe this settlement is fair, reasonable, adequate, and in the best
19 interests of the Settlement Class.

20 Class Plaintiffs ask the Court to initiate the settlement approval process by entering the
21 proposed Preliminary Approval Order, directing that notice be given in accordance with the
22 proposed Notice Plan, and setting a date for the fairness hearing.

23 **II. PROCEDURAL HISTORY**

24 **A. The *Colgate* Action**

25 On April 26, 2018, Bradley Colgate and Kaytlin McKnight filed a class action complaint
26 against JLI. N.D. Cal. No. 2018-cv-2499 ("*Colgate*"), Dkt. 1. The Court subsequently denied
27 JLI's motion to compel arbitration and largely denied multiple motions to dismiss Plaintiffs'
28

1 amended complaints. *See Colgate* Dkts. 40, 41, 66, 82, 98, 99, and 139; *Colgate v. JUUL Labs,*
2 *Inc.*, 345 F. Supp. 3d 1178, 1187 (N.D. Cal. 2018); *Colgate v. Juul Labs, Inc.*, 402 F. Supp. 3d
3 728 (N.D. Cal. 2019).

4 **B. The MDL**

5 On July 29, 2019, JLI filed a motion to transfer related cases for coordinated pretrial
6 proceedings pursuant to 28 U.S.C. § 1407. MDL No. 2913, Dkt. 1. On October 2, 2019, the
7 JPML granted JLI's motion and transferred all cases to this Court. MDL No. 2913, Dkt. 144. The
8 first complaint naming Altria as a defendant in addition to JLI had been filed by April 2019, and,
9 following centralization in this Court, plaintiffs filed a consolidated complaint that named JLI and
10 Altria as defendants. Dkt. 387. Defendants responded with a motion to dismiss. *E.g.*, Dkts. 626-
11 629, 632, 645, 647-648, 750, 745, 748, 751, 752/778. On October 23, 2020, the Court again
12 largely denied Defendants' motion to dismiss. *See In re Juul Labs, Inc., Mktg., Sales Practices, &*
13 *Prods. Liab. Litig.*, 497 F. Supp. 3d 552, 677 (N.D. Cal. 2020). Plaintiffs filed a second amended
14 consolidated class action complaint on November 12, 2020, Dkt. 1358, and the Court denied
15 Defendants' motion to dismiss that complaint on April 13, 2021, *In re JUUL Labs, Inc., Mktg.*
16 *Sales Pracs. & Prods. Liab. Litig.*, 533 F. Supp. 3d 858, 862-63 (N.D. Cal. Apr. 13, 2021).

17 Discovery began before motions to dismiss were filed, and continued for years.
18 Defendants produced millions of pages of documents, Plaintiffs obtained information pursuant to
19 interrogatories and stipulations, and conducted over 100 depositions of Defendants' employees
20 and third parties. The parties also engaged in expert discovery, which included reports and
21 depositions from experts on topics including the chemistry and marketing of JUUL products, and
22 the damages claimed by JUUL purchasers.

23 **C. Class Certification**

24 Following completion of class certification related discovery, Plaintiffs Bradley Colgate,
25 Joseph DiGiacinto on behalf of C.D., Lauren Gregg, Tyler Krauel, and Jill Nelson on behalf of
26 L.B. moved to certify four classes of purchasers of JUUL products for purposes of trial on Class
27 Plaintiffs' bellwether claims (under the federal Racketeering Influenced and Corrupt
28

1 Organizations Act (“RICO”) and California law. Dkt. 1772-2. On June 28, 2022, the Court
2 granted the motion, appointed those individuals as class representatives, and denied all pending
3 Daubert motions. *In re JUUL Labs, Inc., Mktg. Sales Pracs. & Prods. Liab. Litig.*, No. 19-md-
4 02913-WHO, 2022 WL 2343268 (N.D. Cal. June 28, 2022) (“*Class Cert. Order*”). Under Federal
5 Rule of Civil Procedure 23(a) and 23(b)(3), the Court certified the following Classes:

- 6 • **Nationwide Class:** All persons who purchased, in the United States, a JUUL product.
- 7 • **Nationwide Youth Class:** All persons who purchased, in the United States, a JUUL
8 product and were under the age of eighteen at the time of purchase.
- 9 • **California Class:** All persons who purchased, in California, a JUUL product.
- 10 • **California Youth Class:** All persons who purchased, in California, a JUUL product and
11 were under the age of eighteen at the time of purchase.

12 *Class Cert. Order*, 2022 WL 2343268 at *57-58.

13 On July 12, 2022, Defendants filed three Rule 23(f) petitions seeking permission to appeal
14 the Court’s order granting class certification. *See* Ninth Circuit Case, Nos. 22-80061, 22-80062,
15 and 22-80063. The Ninth Circuit consolidated the cases and on October 24, 2022, granted
16 Defendants permission to appeal. *E.g.*, Ninth Circuit Case No. 22-80063, Dkt. 14.

17 After the JLI settlement, Altria’s appeal of the class certification order remained on
18 docket. Altria filed its opening brief on February 1, 2023, *In re: J. D. v. Altria Group, Inc., et al*,
19 Ninth Circuit Case No. 22-16693, Dkt. 12, and Plaintiffs filed their answer on April 3, 2023, *id.*
20 Dkt. 22. In the middle of the first MDL bellwether trial, discussed below, Class Counsel
21 responded to the Ninth Circuit’s notice that Altria’s appeal was being considered for oral
22 argument as soon as August 2023. *Id.* Dkt. 40.

23 **D. SFUSD Bellwether and Settlement Negotiations**

24 On May 18, 2020, this Court appointed Thomas J. Perrelli as Settlement Master. Dkt. 564.
25 The settlement is the result of extensive discussions under Mr. Perrelli’s supervision. Sharp Decl.
26 ¶ 17.

1 Following the JLI Class Action Settlement and JLI settlements of non-class claims, the
 2 parties continued litigating against Altria. In addition to the pending appeal of the class
 3 certification order, the jury trial of the first MDL bellwether plaintiff, government entity San
 4 Francisco Unified School District (“SFUSD”), began on April 24, 2023. *See* Minute Entry, Dkt.
 5 3956. In part because of the substantial overlap in relevant evidence and claims asserted against
 6 Altria as between SFUSD and the Class—most notably the shared assertion of RICO claims—
 7 Class Counsel coordinated closely with counsel for SFUSD, and ultimately served as trial counsel
 8 in the SFUSD trial. After eleven days of trial, SFUSD rested its case on May 9, 2023, Minute
 9 Entry, Dkt. 4025, and on May 10, 2023, the parties announced this class settlement and the
 10 related settlements of non-class claims against Altria. The global resolution was reached under
 11 the auspices of Mr. Perrelli’s supervision during trial, Sharp Decl. ¶ 17,

12 **III. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT.**

13 **A. Legal Standard**

14 At the preliminary approval stage, the Court will direct notice of a proposed settlement to
 15 the class if the Court concludes that it will likely be able to approve the settlement as fair,
 16 reasonable, and adequate under Rule 23(e)(2) and to certify the settlement class under Rule
 17 23(e)(1). Fed. R. Civ. P. 23(e). To assess the proposal under Rule 23(e)(2), the Court considers
 18 whether:

- 19 (A) the class representatives and class counsel have adequately represented the class;
- 20 (B) the proposal was negotiated at arm’s length;
- 21 (C) the relief provided for the class is adequate, taking into account:
 - 22 (i) the costs, risks, and delay of trial and appeal;
 - 23 (ii) the effectiveness of any proposed method of distributing relief to the class,
 24 including the method of processing class-member claims;
 - 25 (iii) the terms of any proposed award of attorney’s fees, including timing of
 26 payment; and
 - 27 (iv) any agreement required to be identified under Rule 23(e)(3); and
- 28 (D) the proposal treats class members equitably relative to each other.

29 Fed. R. Civ. P. 23(e)(2). The Court also considers the Northern District of California’s

1 Guidelines.

2 **B. The Settlement Is Fair, Adequate, and Reasonable**

3 **1. Procedural Considerations**

4 The Court must first consider whether “the class representatives and class counsel have
5 adequately represented the class” and whether “the proposal was negotiated at arm’s length.” Fed.
6 R. Civ. P. 23(e)(2)(A)-(B). As the Advisory Committee notes suggest, these are “matters that
7 might be described as ‘procedural’ concerns, looking to the conduct of the litigation and the
8 negotiations leading up to the proposed settlement.” Fed. R. Civ. P. 23(e)(2)(A)-(B) advisory
9 committee’s note to 2018 amendment. These concerns implicate factors such as the non-collusive
10 nature of the negotiations, as well as the extent of discovery completed and stage of the
11 proceedings. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011,1026 (9th Cir. 1998).

12 **a. Adequate Representation of the Class**

13 The Court previously found that Class Plaintiffs, and their counsel, were adequate. *Class*
14 *Cert. Order*, 2022 WL 2343268, at *8 (“Based on their thorough and robust advocacy to date, I
15 find that they are adequate.”). In the context of evaluating the JLI Class Action Settlement, the
16 Court also made a preliminary determination that Class Counsel have adequately represented the
17 Class. JLI Settlement Preliminary Approval Order, Dkt. 3779. Nothing has occurred since that
18 time to change this finding. The Class Plaintiffs have zealously represented the interests of JUUL
19 purchasers.

20 **b. Arm’s Length Negotiations**

21 The Ninth Circuit “put[s] a good deal of stock in the product of an arm’s-length, non-
22 collusive, negotiated resolution” in approving a class action settlement. *Rodriguez v. West Publ’g*
23 *Corp.*, 563 F.3d 948, 965 (9th Cir. 2009). Class settlements are presumed fair when they are
24 reached “following sufficient discovery and genuine arms-length negotiation,” both of which
25 occurred here. *See Nat’l Rural Telecomm. Coop. v. DIRECTV*, 221 F.R.D. 523, 528 (C.D. Cal.
26 2004); 4 A. Conte & H. Newberg on Class Actions at § 11.24 (4th ed. 2002). “The extent of
27 discovery [also] may be relevant in determining the adequacy of the parties’ knowledge of the
28

1 case.” *DIRECTV*, 221 F.R.D. at 527 (quoting *Manual for Complex Litigation, Third* § 30.42
2 (1995)). “A court is more likely to approve a settlement if most of the discovery is completed
3 because it suggests that the parties arrived at a compromise based on a full understanding of the
4 legal and factual issues surrounding the case.” *Id.* (quoting *5 Moore’s Federal Practice*,
5 §23.85[2][e] (Matthew Bender 3d ed.)).

6 The Altria Class Settlement Agreement was reached on a fully developed record. Class
7 Counsel reviewed millions of pages of documents produced in discovery; obtained voluminous
8 information pursuant to interrogatories and stipulations; took over 100 depositions of Defendants,
9 their employees, and third parties; and proffered and responded to dozens of expert reports. They
10 also litigated a series of motions to dismiss, a motion for class certification, and motions for
11 summary judgment. All parties spent considerable effort preparing for bellwether trials and
12 presenting SFUSD’s case at trial in April and May, which involved many of the same factual and
13 legal issues and expert witnesses as the class claims.

14 The Parties negotiated the settlement under the auspices of Thomas J. Perrelli, the
15 experienced Court-appointed Special Settlement Master. Sharp Decl., ¶ 17. “The assistance of an
16 experienced mediator in the settlement process confirms that the settlement is non-collusive.”
17 *Adams v. Inter-Con Sec. Sys. Inc.*, No. C-06-5428 MHP, 2007 WL 3225466, at *3 (N.D. Cal. Oct.
18 30, 2007).

19 2. Substantive Considerations

20 Rules 23(e)(2)(C) and (D) set forth factors for preliminarily conducting “a ‘substantive’
21 review of the terms of the proposed settlement.” Fed. R. Civ. P. 23(e)(2)(C)-(D) advisory
22 committee’s note to 2018 amendment. In determining whether “the relief provided for the class is
23 adequate,” the Court must consider “(i) the costs, risks, and delay of trial and appeal; (ii) the
24 effectiveness of any proposed method of distributing relief to the class, including the method of
25 processing class-member claims; (iii) the terms of any proposed award of attorney’s fees,
26 including timing of payment; and (iv) any agreement required to be identified under Rule
27
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1 23(e)(3).” Fed. R. Civ. P. 23(e)(2)(C). In addition, the Court must consider whether “the proposal
2 treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D).

3 **a. Strength of Plaintiffs’ Case and Risks of Continued Litigation**

4 In determining the likelihood of a plaintiff’s success on the merits of a class action, “the
5 district court’s determination is nothing more than an amalgam of delicate balancing, gross
6 approximations and rough justice.” *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 625
7 (9th Cir. 1982) (internal quotations omitted). The court may “presume that through negotiation,
8 the Parties, counsel, and mediator arrived at a reasonable range of settlement by considering
9 Plaintiff’s likelihood of recovery.” *Garner v. State Farm. Mut. Auto. Ins. Co.*, 2010 WL 1687832,
10 at *9 (N.D. Cal. Apr. 22, 2010) (citing *Rodriguez*, 563 F.3d at 965).

11 Although Class Plaintiffs and their counsel have confidence in Class Plaintiffs’ claims, a
12 favorable outcome at trial was far from assured. Class Plaintiffs would need to prevail on the
13 interlocutory appeal of this Court’s class certification order, overcome numerous substantive
14 defenses at trial, maintain class certification through entry of a final judgment, and succeed on
15 any post-judgment appeals. Sharp Decl., ¶ 18. Defendants and their experts were prepared to
16 contest every theory of liability and measure of damages. There are, for example, substantial
17 disputes as to whether Altria was a part of an enterprise that engaged in a pattern of fraud and
18 violated RICO, to what extent and in what time frame Altria could be found liable, and the
19 quantum of damages. Both sides believed they had persuasive facts to support their positions, and
20 there are limited precedents available regarding the parties’ competing theories. At trial,
21 competing experts would have offered conflicting opinions as to Altria’s liability, the methods of
22 calculating damages, and ultimately what damages, if any, should be awarded. *Id.*

23 Even if the Class prevailed at every stage, appeals and legal procedure would significantly
24 delay, if not imperil, any recovery. “[C]onsummating this Settlement promptly in order to provide
25 effective relief to Plaintiff and the Class” ensures Class Members a recovery that is certain and
26 immediate. *Johnson v. Triple Leaf Tea Inc.*, No. 3:14-cv-01570-MMC, 2015 WL 8943150, at *4
27 (N.D. Cal. Nov. 16, 2015).

1 Class Settlement Administrator. *Id.* All claimants may submit proof of purchase, but such
2 documentation will not be required for claimants who attest to total purchases below a set dollar
3 amount, as described in the Plan of Allocation. As part of its audit of claims received, the Claims
4 Administrator may ask certain claimants to supplement their submission with proof of purchase.
5 Payments will be made electronically or by mailed check. Azari Decl. ¶ 54.

6 The entire claim process is designed to be claimant-friendly, efficient, cost-effective,
7 proportional, and reasonable. Pursuant to District Guidelines ¶1(g), Class Counsel estimate, based
8 on their experiences with recent settlements in other comparable consumer and economic loss
9 class actions and the input of the Class Settlement Administrator, that between 200,000 and
10 2,000,000 Class Members (up to 15% of the Class) will receive payments. Sharp Decl., ¶ 20. The
11 current number of claims received in connection with the JLI settlement suggests that *at least*
12 several hundred thousand Class Members will receive payments, although the claims review
13 process is still ongoing. *See* Azari Declaration Regarding Settlement Notice Plan Completion,
14 Dkt. 4032 at ¶ 12. The volume of claims submitted to date reflects a robust claims rate, which
15 appears likely to be at the high end of claims rates for consumer class actions.

16 The Settlement Fund created by the Altria Class Action Settlement (like the JLI Settlement
17 Fund) is non-reversionary. If the Settlement Fund is not entirely consumed by payment of notice
18 and administration expenses, taxes and associated expenses, attorneys' fees and expenses, and
19 distribution of Class Payments (including a supplemental distribution, if necessary), the parties
20 will confer as to the disposition of any residual funds. Any proposal for distribution of these funds
21 will be submitted to the Court for approval.

22 **c. Attorneys' Fees and Expenses**

23 Any fees and expenses awarded by the Court will be deducted from the Altria Class
24 Settlement Fund, and any reduction in fees will benefit the class, not the Defendants. As a result
25 and consistent with this District's Guidelines (¶¶ 6, 9), while the Court need not decide fees at
26 this stage, the structure of the settlement ensures that the future fee request poses no obstacle to
27 preliminary approval.

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1 influenced the terms of the settlement by trading away possible advantages for the class in return
2 for advantages for others.” Fed. R. Civ. P. 23(e), advisory committee notes 2003 amendments.

3 Appendix A to the Class Settlement Agreement contains the opt-out threshold at which
4 Altria will have the option of terminating the settlement. Opt-out threshold agreements are not
5 controversial and are typically kept confidential and not filed in the public record for practical
6 reasons. *See, e.g., Thomas v. MagnaChip Semiconductor Corp.*, No. 14-CV-01160-JST, 2017 WL
7 4750628, at *5 (N.D. Cal. Oct. 20, 2017); *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934,
8 948 (9th Cir. 2015) (approving confidential treatment of opt-out threshold “for practical
9 reasons”); *In re Health S. Corp. Sec. Litig.*, 334 F. App’x 248, 250 n.4 (11th Cir. 2009) (The
10 “threshold number of opt outs required to trigger the [termination] provision is typically not
11 disclosed and is kept confidential to encourage settlement and discourage third parties from
12 soliciting class members to opt out.”).

13 Altria has concurrently but separately agreed to resolve claims brought by individuals who
14 asserted claims for personal injury and by government entities that asserted claims for public
15 nuisance. Under the supervision of Special Master Perrelli, the amount of the Altria Class
16 Settlement Fund was negotiated with co-lead counsel Dena Sharp serving as counsel for the
17 proposed Settlement Class, and the other co-lead counsel representing the interests of personal
18 injury and government entity plaintiffs. Sharp Decl. ¶ 17. Certain of the Class Plaintiffs did assert
19 parallel personal injury claims, and will be eligible to share in the amounts allocated to such
20 claims under the parallel personal injury settlement program. *See generally* Case Management
21 Order No. 16 (Implementing JLI Settlement), Dkt. 3714. They will receive no favorable treatment
22 relative to other Settlement Class Members, however.

23 **f. Equitable Treatment of Class Members**

24 The Court made a preliminary determination that the JLI Class Settlement Agreement
25 and Plan of Allocation “treat all Class Members equitably relative to each other.” JLI Settlement
26 Preliminary Approval Order, Dkt. 3779 at 3. The Court should reach the same conclusion here
27 because the Altria Class Action Settlement has the same terms with regard to the treatment of
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1 Class Members and Class Counsel proposes using the same Plan of Allocation.

2 All Settlement Class Members are eligible for cash payments. For purchases directly from
3 JLI, Settlement Class Members need only sign and submit a prepopulated claim form with their
4 purchase information. Class Members who purchased JUUL Products from other retailers (solely
5 or in addition to their purchases on the JLI website) or who wish to claim the enhancement for
6 purchases made when they were underage must submit a claim form with additional information.
7 This is fair and reasonable because JLI only possesses specific information for purchases made on
8 JLI’s website, and those records purport to show that all such purchasers were adults. *See* 4
9 William B. Rubenstein, *Newberg on Class Actions* § 12:18 (5th ed. 2011) (noting that “a claiming
10 process is inevitable” in certain settlements such as those involving “defective consumer products
11 sold over the counter.”).

12 Class Members who purchased in the earlier years of the class period or when they were
13 underage will receive enhanced payments (in some cases two to four times the payments to adult
14 Class Members who purchased later in the class period). The larger payment for those who began
15 purchasing when underage is consistent with Plaintiffs’ “full refund” damage theory for underage
16 purchases, rather than the price premium for other purchasers. These distinctions are also
17 recognized in this Court’s certification order. *See Class Cert. Order*, 2022 WL 2343268 at *238
18 (N.D. Cal. June 28, 2022) (holding “Plaintiffs’ full refund model, with respect to the Youth
19 Classes, supports certification” because those sales were allegedly illegal). Further, it is rational
20 to provide the enhancements for all purchases by underage buyers, even after the warnings were
21 enhanced or the purchasers became adults, because of the addictive nature of the JUUL Products,
22 which would have impeded buyers from changing their habits.

23 Settlement Class Members who provide proof of purchase (including records from JLI for
24 online purchases) may submit claims for up to \$1,600 per year of JUUL Product purchases, while
25 their overall settlement payment cannot exceed 150% of their total purchases (or 300% of total
26 purchases if their first purchase occurred when they were under age 18). Claims submitted by
27 Settlement Class Members without proof of purchase will be subject to the same limitations on
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1 the amount of the settlement payment they can receive relative to the size of their claim, but will
2 be capped at a lower amount than claims supported by proof of purchase.

3 Capping undocumented claims is a reasonable way of balancing ease of participation with
4 the need to ensure that documented claims are adequately compensated. *See, e.g., In re Groupon,*
5 *Inc. Mktg. and Sales Practices Litig.*, No. 11md2238 DMS (RBB), 2012 WL 13175871, at *5
6 (S.D. Cal. Sep. 28, 2012) (requirement of a voucher number or other proof of purchase serves “to
7 ensure that money is fairly distributed for valid claims”). Such a cap is a common feature of
8 consumer class action settlements. *See, e.g., Broomfield v. Craft Brew All., Inc.*, No. 17-cv-
9 01027-BLF, 2020 WL 1972505, at *21 (N.D. Cal. Feb. 5, 2020) (approving settlement with cap
10 on no-proof claims); *Fitzhenry-Russell v. Coca-Cola Co.*, No. 5:17-cv-00603-EJD, 2019 WL
11 11557486, at *7 (N.D. Cal. Oct. 3, 2019) (approving settlement with cap for claims without proof
12 of purchase, stating that such a claim process “would be no different than that required after
13 trial.”); *Bruno v. Quten Research Inst., LLC*, No. SACV 11-00173 DOC(Ex), 2013 WL 990495,
14 at *2 (C.D. Cal. Mar. 13, 2013) (approving settlement with claims limited to \$10.65 (e.g., 3
15 bottles) without proof of purchase, while there is no cap on claims with proof of purchase, for
16 example a receipt or product packaging.). Limiting Settlement Class Members’ payments to
17 150% of the total amount they spent on JUUL Products is based on Dr. Singer’s estimate of a
18 roughly 50% price premium and the fact that Settlement Class Members would be entitled to
19 treble damages under Class Plaintiffs’ RICO claim. In other words, Settlement Class Members’
20 individual recoveries are capped relative to the maximum amount they could have recovered at
21 trial in a best-case scenario.

22 **g. The Released Claims Are Identical to Those Pled in the Litigation**

23 The Released Claims include all claims (under any theory or statute) “arising out of or
24 related to any claims for economic loss that have been asserted or could have been asserted in the
25 class actions filed in MDL No. 2913 or JCCP No. 5052 relating to the purchase or use of any
26 JUUL Product by a member of the Settlement Class.” Sharp Decl. Ex. 1 at Section 1.28. The
27 Released Claims expressly exclude personal injury claims and claims based on alleged antitrust
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1 violations. The releases extend to matters raised in the litigation but do not prevent Settlement
2 Class Members from pursuing unrelated claims or claims against non-released parties. In sum, the
3 released claims are no broader than those pled in the operative complaint or previously certified
4 by the Court. Just as the Court preliminarily found that “[t]he scope of the Released Claims is
5 consistent with the economic loss claims pled in the class action complaint” in the JLI Class
6 Action Settlement, JLI Settlement Preliminary Approval Order, Dkt. 3779 at 3, it should reach the
7 same conclusion here where the Altria Class Action Settlement releases the same set of claims.

8 **h. Past Distributions**

9 The information sought by District Guidelines ¶ 11 regarding past distributions in class
10 settlements is provided in the Sharp Declaration. Sharp Decl. Ex. 14.

11 **C. CERTIFICATION OF THE SETTLEMENT CLASS IS LIKELY**

12 The Settlement Class is cohesive, objectively defined, and likely to be certified upon entry
13 of judgment. *See* Fed. R. Civ. 23(e)(1). Because the Court already certified classes in this matter
14 under Rule 23(b)(3), “the only information ordinarily necessary is whether the proposed
15 settlement calls for any change in the class certified, or of the claims, defenses, or issues
16 regarding which certification was granted.” Fed. R. Civ. P. 23 2018 committee notes
17 subdivision(e)(1). The Court must then determine whether the proposed modification alters the
18 reasoning underlying its earlier decision to grant class certification pursuant to Rule 23(b)(3). *See,*
19 *e.g., Allen v. Similasan Corp.*, No. 12-CV-00376-BAS-JLBx, 2017 WL 1346404, at *3 (S.D. Cal.
20 Apr. 12, 2017) (approving expansion of settlement class where the expansion did not change the
21 court’s previous class certification analysis). If it does not, the Court need not revisit the Rule
22 23(b) analysis and instead must only “consider[] whether the Settlement is fair, adequate, and
23 reasonable.” *De La Torre v. CashCall, Inc.*, No. 08-cv-03174-MEJ, 2017 WL 2670699, at *6
24 (N.D. Cal. June 21, 2017). Plaintiffs must identify and explain any differences between the
25 certified class and the Settlement Class and between the claims in the operative complaint and the
26 Released Claims. *See* District Guidelines ¶ 1(a), (b), & (d).

1 This Court has already found that the Settlement Class at issue here “is likely to be
2 certified for settlement purposes only.” JLI Settlement Preliminary Approval Order, Dkt. 3779 at
3 3. In both the JLI Class Action Settlement and the Altria Class Action Settlement, the Settlement
4 Class is defined identically, as: “All individuals who purchased, in the United States, a JUUL
5 product from brick and mortar or online retailers before December 6, 2022.” *Compare id. with*
6 *Sharp Decl. Ex. 1 (Altria Class Settlement Agreement)* at Section 1.6. The Court’s analysis
7 supporting preliminary approval of the JLI Settlement thus applies with equal force for the Altria
8 settlement. *See JLI Settlement Preliminary Approval Order, Dkt. 3779 at 3-7 (preliminarily*
9 *finding that certification was likely, and that the requirements of numerosity, commonality,*
10 *predominance, typicality, adequacy, and superiority were met).*

11 Comparing the Settlement Class to the Classes as defined in the Court’s Class
12 Certification order, the same points articulated in the Class’s motion for preliminary approval of
13 the JLI Class Action Settlement remain true here: there are, at most, minor differences between
14 the proposed Settlement Class and the Classes already certified by this Court. The Court
15 previously certified a nationwide class consisting of all JUUL product purchasers, and a
16 nationwide subclass of all such individuals who made their purchase while under the age of 18,
17 for trial of RICO claims against the Individual Defendants and Altria. The Court did not set a
18 class period but instructed plaintiffs to propose one after meeting and conferring with Defendants.
19 *Class Cert. Order, 2022 WL 2343268 at *57.*⁷

20 The proposed Settlement Class *membership* is nearly identical to the certified nationwide
21 class. The only difference is that the Settlement Class includes purchasers of JUUL accessories

22 ⁷ The Court limited each certified Class to individuals who purchased their JUUL Products from
23 brick and mortar or online retailers and excluded from the Classes any individuals who purchased
24 JUUL Products only secondarily from non-retailers. The Court further excluded from Classes:
25 Defendants, their employees, co-conspirators, officers, directors, legal representatives, heirs,
26 successors and wholly or partly owned subsidiaries or affiliated companies; class counsel and
27 their employees; and the judicial officers and their immediate family members and associated
28 court staff assigned to this case. The Court appointed Bradley Colgate, Joseph DiGiacinto on
behalf of C.D., Lauren Gregg, Tyler Krauel, and Jill Nelson on behalf of L.B. as representatives
of the Nationwide Class; C.D., Krauel, and L.B. as representatives of the Nationwide Youth
Class; Colgate, C.D., and L.B. as representatives of the California Class; and C.D. and L.B. as
representatives of the California Youth Class. *See Class Cert. Order, 2022 WL 2343268 at *57.*

1 and other products aside from JUULpods and devices that make up a *de minimis* portion of total
2 consumer purchases. The Settlement Class also includes an end date, a practical necessity for
3 administrative purposes. (The certified litigation classes would also have included an end date).

4 Certification of the Settlement Class is warranted as the minor differences between the
5 litigation class and the proposed Settlement Class do not change the Court’s previous analysis.
6 The addition of an end date is appropriate. *See Foster v. Adams & Assocs.*, No. 18-cv-02723-JSC,
7 2021 WL 4924849, at *3 (N.D. Cal. Oct. 21, 2021) (granting modification to the previously
8 certified class to specify end date). Adding a limited number of ancillary products to the
9 definition of JUUL Products likewise does not change the overall common nature of the claims at
10 issue. Particularly in light of the Court’s prior order, certification for settlement purposes under
11 Rule 23(b)(3) is appropriate.

12 **Numerosity.** Just as before, there were millions of sales during the proposed class period
13 and the Court has already found the Classes sufficiently numerous. While a finding of numerosity
14 does not require a specific number of class members, courts in the Ninth Circuit generally agree
15 that numerosity is satisfied if the class includes forty or more members. *See Class Cert. Order*,
16 2022 WL 2343268 at *3. The Settlement Classes easily meet that threshold. *Id.*; *see also* JLI
17 Settlement Preliminary Approval Order, Dkt. 3779 at 4 (preliminarily finding numerosity).

18 **Commonality.** As before, “the class members have suffered the same injury and [] the
19 class’s claims depend on ‘a common contention . . . of such a nature that it is capable of classwide
20 resolution.’” *Pettit v. Procter & Gamble Co.*, No. 15-CV-02150-RS, 2017 WL 3310692, at *2
21 (N.D. Cal. Aug. 3, 2017) (quoting *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350, 131
22 (2011)). The Court already determined that for the nationwide class, “common questions of fact
23 include the existence of a RICO Enterprise and whether each defendant engaged in a scheme to
24 defraud.” *Class Cert. Order*, 2022 WL 2343268, at *3; *see also* JLI Settlement Preliminary
25 Approval Order, Dkt. 3779 at 5 (preliminarily finding commonality). For all the same reasons,
26 common questions exist as to the claims of the Settlement Class.

1 **Typicality.** Class Representatives’ claims still stem from the same practice or course of
2 conduct that forms the basis of the class’s claims and “seek to recover pursuant to the same legal
3 theories.” *Wolin v. Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168, 1175 (9th Cir. 2010); *see*
4 *also Just Film v. Buono*, 847 F.3d 1108, 1116 (9th Cir. 2017) (class representative’s “claim is
5 typical of the class because it shares ‘some common question of law and fact with class members’
6 claims.”) (quoting Newberg on Class Actions § 3:31 (5th ed.)). The Court already held that,
7 although “there are differences among the proposed class representatives and class members, and
8 differences in the ‘nicotine journey; of each, such as when they learned about nicotine in JUUL or
9 other e-cigarette products, why they first used or continued to use JUUL or other products
10 containing nicotine, and whether they are addicted to nicotine as a result of their use of JUUL or
11 other nicotine products,” no Settlement Class Representative has a “unique injury or is subject to
12 a unique defense that the other class members do not have or are not subject to that would make a
13 particular proposed named plaintiff atypical and an inappropriate class representative.” *Class*
14 *Cert. Order*, 2022 WL 2343268 at *4; *see also* JLI Settlement Preliminary Approval Order, Dkt.
15 3779 at 6 (preliminarily finding typicality).

16 **Adequacy.** As noted above, the Court already noted the vigorous efforts made by Class
17 Plaintiffs and their counsel to prosecute this case and achieve a settlement. *See Class Cert. Order*,
18 2022 WL 2343268 at *8 (“Based on their thorough and robust advocacy to date, I find that they
19 are adequate.”); *see also* JLI Settlement Preliminary Approval Order, Dkt. 3779 at 6
20 (preliminarily finding adequacy). No conflicts of interest exist between Class Plaintiffs and Class
21 Members. *Staton v. Boeing Co.*, 327 F.3d 938, 957 (9th Cir. 2003). And adequacy is presumed
22 where a fair settlement was negotiated at arm’s-length. 2 *Newberg on Class Actions, supra*, §
23 11.28, 11-59.

24 **Predominance.** Just as before, the questions common to the Settlement Class Members
25 predominate over questions affecting only individual Settlement Class Members. Predominance
26 exists when plaintiffs’ claims “depend upon a common contention . . . of such a nature that it is
27 capable of classwide resolution--which means that determination of its truth or falsity will resolve
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1 an issue that is central to the validity of each one of the claims in one stroke.” *Wal-Mart*, 564 U.S.
2 at 350. “Even if just one common question predominates, ‘the action may be considered proper
3 under Rule 23(b)(3) even though other important matters will have to be tried separately.’” *In re*
4 *Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 557 (9th Cir. 2019) (en banc) (quoting *Tyson*
5 *Foods, Inc. v. Bouaphakeo*, 577 U.S. 442 (2016)).

6 The predominance inquiry is simpler in the settlement context because, unlike certification
7 for litigation, “manageability is not a concern in certifying a settlement class where, by definition,
8 there will be no trial.” *Id.* at 556–57. The predominant question at this stage will be whether this
9 settlement is fair, adequate, and reasonable. *See Hanlon*, 150 F.3d at 1026-27. And even if the
10 Court examines the disputed questions that would be tried absent settlement, the same
11 predominant issues exist for the nationwide claims against Altria that the Court identified in its
12 class certification order: the existence of the RICO enterprise and Altria’s involvement in that
13 enterprise. *See Class Cert. Order*, 2022 WL 2343268 at *21-26; *see also* JLI Settlement
14 Preliminary Approval Order, Dkt. 3779 at 5 (preliminarily finding predominance).

15 **Superiority.** Certification of the class for settlement purposes will make substantial
16 refunds available to all purchasers, a far more certain recovery that could be achieved by
17 individual litigation. And in a certification for settlement, “a district court need not inquire
18 whether the case, if tried, would present intractable management problems, *see* Fed. Rule Civ.
19 Proc. 23(b)(3)(D), for the proposal is that there be no trial.” *Amchem Prods., Inc. v. Windsor*, 521
20 U.S. 591, 620 (1997).

21 In light of the above and the Court’s prior certification of nearly identical litigation
22 classes, the Court should conclude that the Settlement Class is likely to be certified. *See* Fed. R.
23 Civ. 23(e)(1); *see also* JLI Settlement Preliminary Approval Order, Dkt. 3779 at 6 (preliminarily
24 finding superiority).

25 **IV. THE NOTICE PLAN SHOULD BE APPROVED.**

26 A court must “direct notice of a proposed class settlement in a reasonable manner to all
27 class members who would be bound by the proposal.” *Massey v. Star Nursing, Inc.*, No. 5:21-cv-
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1 01482-EJD, 2022 WL 14151758, at *5 (N.D. Cal. Oct. 24, 2022), citing Fed. R. Civ. P. 23(e)(1).
2 “The class must be notified of a proposed settlement in a manner that does not systematically
3 leave any group without notice.” *Officers for Justice*, 688 F.2d at 624. Adequate notice requires:
4 (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to apprise the
5 Class members of the proposed settlement and of their right to object or to exclude themselves as
6 provided in the settlement agreement; (iii) reasonable and constitute due, adequate, and sufficient
7 notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of due
8 process and any other applicable requirements under federal law. *Phillips Petroleum Co. v.*
9 *Shutts*, 472 U.S. 797, 812, 105 S. Ct. 2965, 86 L. Ed. 2d 628 (1985).

10 The proposed Notice Plan meets all these requirements. The notice documents use plain,
11 easy to understand language.⁸ They advise recipients that they may be affected by the settlement
12 of a class action lawsuit. The Long Form Notice (which will be presented on the website in an
13 easy-to-navigate FAQ) explains that this settlement is with all the defendants that remained after
14 the JLI Class Action Settlement, and the litigation will conclude if the settlements are approved.
15 The Long Form Notice also provides the key terms of the settlement, describes Class Members’
16 rights and options with respect to the settlement, and advises how to opt out of the settlement
17 class.

18 Consistent with the notice plan previously approved by the Court, the notice of the Altria
19 settlement will be provided directly to known Class Members, known purchasers, and by
20 widespread publication. This Notice Plan builds on the substantial reach already accomplished by
21 the notice plan for the JLI Class Action Settlement. For example, known Class Members—Class
22 Members who already submitted claim forms or opt-out forms in connection with the JLI Class
23 Action Settlement—will be given direct notice of the Altria Class Action Settlement. Class
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25 ⁸ Attached to the Sharp Declaration as Exhibits 3, 4, 5, 6, 7, 8, 9, 10, and 11 are the proposed
26 Long Form Notice, the summary Postcard Notice, the summary email notice for direct
27 purchasers, the summary email notice to identified Class Members, the telephone script for the
28 automated number where Class Members can receive additional information, the template online
claim forms for Class Members with and without direct purchases from JLI, exemplar internet
banner ads, a script for the video to be used for certain online publications, and a press release
regarding the settlement.

1 Members who previously opted out of the JLI Settlement will be informed that they must file a
2 separate opt out form if they wish to also be excluded from the Altria Settlement, and that, now
3 that the rest of the litigation has settled, they have the option to opt back in to the JLI Settlement
4 and submit a claim for payment from both. Unless they already submitted a claim in connection
5 with the JLI Settlement, Class Members whose contact information is included in the JLI
6 purchase data will receive an additional direct notice with a pre-populated claim form. All the
7 notices will link or point to the settlement website, which will include the detailed Long-Form
8 Notice. The settlement website will also include the Altria Class Settlement Agreement,
9 preliminary approval papers, and other relevant Court documents, as well as simple online forms
10 allowing Class Members to make claims or opt out. The Settlement Administrator will also
11 operate a toll-free number for Class Member inquiries.

12 The Notice Plan constitutes the best notice practicable under the circumstances. Azari
13 Decl. ¶¶ 11, 67. Accordingly, Plaintiffs respectfully request that this Court approve it.

14 **V. THE SETTLEMENT ADMINISTRATOR SHOULD BE APPROVED**

15 The Altria Class Settlement Agreement will be administered by a well-known,
16 independent claims administrator, Epiq Systems, Inc. After a competitive bidding process, Class
17 Counsel previously selected Epiq to administer the class notice of pendency and the JLI Class
18 Action Settlement. Before engaging Epiq to serve as the Settlement Administrator for the Altria
19 settlement, Class Counsel obtained an additional cost estimate from Epiq which, in Class
20 Counsel's experience, is reasonable, particularly in light of Epiq's resources and relevant
21 experience in this case and others. Sharp Decl. ¶ 19. Epiq has developed a detailed plan for
22 published and direct notice to Class Members. *Id.* Epiq has also already processed and cleaned the
23 data of JLI's online sales, and implemented the JLI Settlement notice plan, and received claims,
24 requests for exclusion, and other communications from Class Members in connection with the JLI
25 Settlement. Azari Decl. ¶ 12. Given its ongoing efforts with the JLI Settlement and the fact that
26 distributions will happen jointly across the two settlements, Epiq is the most sensible choice for
27 administration of the settlement. Sharp Decl. ¶ 19. Choosing another administrator at this time
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1 would only lead to duplication of work and additional expense. *Id.* The declaration of Cameron
2 Aziz, filed herewith, includes Epiq’s cost estimates for notice and administration, which will
3 upon approval of the Court be paid from the settlement fund, and addresses all the other issues in
4 the Northern District Guidelines, including how Epiq will securely handle class member data and
5 its insurance coverage in case of errors. Azari Decl. ¶ 63.

6 **VI. THE COURT SHOULD APPROVE THE PAYMENT OF INITIAL EXPENSES**
7 **PRIOR TO FINAL APPROVAL**

8 As noted above, Class Plaintiffs and Class Counsel will file motions for the payment of
9 attorneys’ fees and expenses before the opt out and objection deadline. Prior to that point,
10 however, substantial funds will be spent providing notice to the Settlement Class. Class Plaintiffs
11 estimate that these costs will be as much as \$2,500,000 (if approved, the “Initial Class Settlement
12 Administration Payment”), and therefore request that the Court authorize up to \$2,500,000 from
13 the Initial Class Settlement Administration Payment to pay for out-of-pocket expenses incurred in
14 distributing notice. The class notice costs consist of processing of direct purchase data, digital and
15 print notice, direct email and postcard notice (and related follow-up efforts), initial claims intake,
16 responding to class members inquires, and website management. These costs are reasonable and
17 necessary to facilitate the settlement. Notice and administration costs will be paid with Class
18 funds based only on costs actually and already incurred.

19 **VII. THE COURT SHOULD SET A FINAL APPROVAL SCHEDULE**

20 The last step in the settlement approval process is the Final Approval Hearing, at which
21 the Parties will seek final approval of the proposed Settlement. At the Final Approval Hearing,
22 proponents of the Altria Class Settlement Agreement may explain and describe its terms and
23 conditions and offer argument in support of final approval of the Altria Class Settlement
24 Agreement. At the same time, Class Members, or their counsel, may be heard in support of or in
25 opposition to final approval of the Altria Class Settlement Agreement.
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1 Class Plaintiffs request the Court issue a schedule establishing dates for mailing notices,
2 submitting timely exclusions, and for the Final Approval Hearing, as set forth in the proposed
3 Order of Preliminary Approval filed herewith.

4 **VIII. CONCLUSION**

5 For the foregoing reasons, Class Plaintiffs and Class Counsel respectfully request that the
6 Court enter the proposed order granting preliminary approval, directing that notice to be sent and
7 authorizing the claim process, and setting a date for the fairness hearing.

8
9 Dated: July 27, 2023

Respectfully submitted,

10
11 By: /s/ Dena C. Sharp

12 Dena C. Sharp
13 **GIRARD SHARP LLP**
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*Co-Lead Counsel and Proposed Class
Counsel*

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CERTIFICATE OF SERVICE

I hereby certify that on July 27, 2023, I caused the foregoing document to be electronically filed with the Clerk of the Court using the CM/ECF system, which will automatically send notification of the filing to all counsel of record.

By: /s/ Dena C. Sharp
Dena C. Sharp

(REDACTED)

FILED UNDER SEAL

EXHIBIT 1

ALTRIA CLASS SETTLEMENT AGREEMENT

This Altria Class Settlement Agreement, entered into as of this 26th day of July, 2023 (the “**Execution Date**”), is made by and between Altria Group, Inc., Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises LLC, and Altria Group Distribution Company (collectively “**Altria**”); and the Class Plaintiffs, on behalf of themselves and the proposed Settlement Class, (together with Altria, the “**Parties**”). This Altria Class Settlement Agreement establishes a program to resolve the actions, disputes, and claims that the Class Plaintiffs and their counsel, as well as Settlement Class Members, have or could have asserted against Altria and other Released Parties as defined in Paragraph 1.26 below, and the Settlement Class Released Claims as defined in Paragraph 1.28 below, subject to the terms below.

RECITALS

WHEREAS, the Class Plaintiffs have brought suit against JUUL Labs, Inc. (“JLI”), Altria, and other defendants seeking legal and equitable relief in connection with the design, manufacture, production, advertisement, marketing, distribution, sale, and performance of JUUL products; Altria’s conduct related to its investment in JLI; and Altria’s interactions with JLI and JLI related persons, *see* Second Amended Consolidated Class Action Complaint (MDL No. 2913, ECF No. 1358);

WHEREAS, Altria has denied and continues to deny any wrongdoing and any liability in connection with the above;

WHEREAS, the Parties to this Altria Class Settlement Agreement, after having (i) litigated cases in connection with the above for over four years (including extensive motion practice); (ii) engaged in substantial discovery, including written discovery, the production of numerous documents, numerous fact and expert depositions, and preparation and disclosure of comprehensive expert reports; (iii) fully briefed and argued class certification, after which four classes of purchasers of JUUL Products were certified, including two nationwide classes asserting claims against Altria, that are currently pending on appeal; (iv) engaged with the Mediator; and (v) engaged in arms-length negotiations, have now reached an agreement providing for a resolution of the above and the Settlement Class Released Claims;

WHEREAS, the Class Plaintiffs and their counsel have conducted a thorough investigation of the relevant law and facts;

WHEREAS, after analyzing the relevant facts and applicable law, and taking into account the burdens, risks, uncertainties, time, and expense of litigation; issues related to the recovery of any judgment after trial; and the merits of the terms set forth herein, the Class Plaintiffs have concluded that the settlement set forth in this Altria Class Settlement Agreement is fair, reasonable, adequate and in the best interests of the Class Plaintiffs, including the proposed Settlement Class;

WHEREAS, Altria has concluded that resolving the claims settled under the terms of this Altria Class Settlement Agreement is desirable to reduce the time, risk, and expense of defending multiple-claim and multiple-party litigation across multiple jurisdictions, and to resolve finally

and completely the cases of the Class Plaintiffs and the proposed Settlement Class without any admission of wrongdoing or liability; and

WHEREAS, the Parties believe that the terms of this Altria Class Settlement Agreement involve good and fair consideration on behalf of all Parties, and that the terms of the Settlement Agreement are fair, reasonable and adequate with respect to the claims asserted by the Class against Altria;

NOW, THEREFORE, the Parties stipulate and agree to the terms and conditions set forth herein, subject to the Court's approval under Fed. R. Civ. P. 23(e).

1. **DEFINITIONS**

As used in this Altria Class Settlement Agreement, and in addition to the definitions set forth in the Preamble and Recitals above, capitalized terms shall have the following definitions and meanings, or such definitions and meanings as are accorded to them elsewhere in this Altria Class Settlement Agreement. Terms used in the singular shall be deemed to include the plural and vice versa.

1.1 “**Altria Class Settlement Account**” shall be the account established and funded in accordance with Section 2.

1.2 “**Altria Class Settlement Fund**” or “**Altria Settlement Fund**” means a non-reversionary cash fund of the Altria Gross Class Settlement Amount deposited by Altria into the Class Settlement Account in accordance with Section 2.

1.3 “**Altria Gross Class Settlement Amount**” means \$45,531,250.00.

1.4 “**Altria Net Settlement Fund**” means the Gross Class Settlement Amount, reduced by the sum of the following, as may be approved by the Court: (1) the costs of the Notice Plan and of administering the settlement, and (2) any Fee and Expense Award, and (3) any payments of Service Awards.

1.5 “**Business Day**” means any day that is not a Saturday, a Sunday or other day on which commercial banks in the City of New York, New York are required or authorized by law to be closed.

1.6 “**Class**” or “**Settlement Class**” means that, subject to the Court's approval, and the conditions of this Altria Class Settlement Agreement, the following settlement class, to which the Parties agree and consent pursuant to Fed. R. Civ. P. 23(b)(3):

All individuals who purchased, in the United States, a JUUL Product from a brick and mortar or online retailer before December 6, 2022.

Excluded from the Settlement Class are (a) Altria and any other named defendant in the litigation; (b) officers, directors, employees, legal representatives, heirs, successors, or wholly or partly owned subsidiaries or affiliated companies of Altria and any other named defendant in the

litigation; (c) Class Counsel and their employees; (d) the Court and other judicial officers, their immediate family members, and associated court staff assigned to MDL No. 2913 or JCCP No. 5052; and (e) those individuals who timely and validly exclude themselves from the Settlement Class.

1.7 “**Class Attorneys’ Fees and Expenses**” means the attorneys’ fees and documented litigation expenses of Class and Co-Lead Counsel and any other counsel incurred in connection with class-related litigation against Altria, and in connection with this Altria Class Settlement Agreement sought out of the Altria Settlement Fund.

1.8 “**Class Counsel**” means Dena C. Sharp of Girard Sharp LLP.

1.9 “**Class Settlement Administrator**” means the Person chosen by Class Counsel, with input from Altria, to administer the Notice Plan and claims process.

1.10 “**Court**” means Judge William H. Orrick of the U.S. District Court for the Northern District of California, who is overseeing MDL No. 2913.

1.11 “**Defense Counsel**” shall mean counsel for Altria.

1.12 “**Effective Date**” shall mean the first day after which all of the following events and conditions of this Altria Class Settlement Agreement have occurred or have been met: (i) the Court has entered the Final Approval Order and Judgment, and (ii) the Final Approval Order and Judgment has become final in that the time for appeal or writ of certiorari has expired or, if an appeal or writ of certiorari is taken and this Altria Class Settlement Agreement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired, and (iii) Altria has not terminated either the Government Entity Settlement Agreement or the Personal Injury Settlement Agreement under the terms of the Opt-Out and Rights of Withdrawal Agreements accompanying those settlements. In the event of an appeal or other effort to obtain review, the Parties may agree jointly in writing to deem the Effective Date to have occurred; however, there is no obligation to agree to advance the Effective Date.

1.13 “**Escrow Agent**” shall mean Citibank, N.A.

1.14 “**Fee and Expense Award**” has the same meaning as that term is given in Section 15.1.

1.15 “**Final Approval**” or “**Final Approval Order and Judgment**” means an order and judgment entered by the Court (i) certifying the Settlement Class; (ii) finding this Altria Class Settlement Agreement to be fair, adequate, and reasonable, and finally approving the settlement set forth in this Altria Class Settlement Agreement under Fed. R. Civ. P. 23(e); (iii) finding that the Notice to the Settlement Class was fair, adequate, and reasonable; and (iv) making such other findings and determinations as the Court deems necessary and appropriate to approve the settlement and terms of this Altria Class Settlement Agreement and to release and dismiss with prejudice the Settlement Class Released Claims by any and all Settlement Class Members against all Released Parties, including, without limitation, dismissal with prejudice with each party to bear its own costs of all of the claims alleged in

the Second Amended Consolidated Class Action Complaint, MDL No. 2913 (ECF No. 1358), and any other Settlement Class Released Claims asserted in any other complaints. At the appropriate time, Class Counsel will submit to the Court a Final Approval Order and Judgment substantially similar to the proposed order attached as Exhibit 1.

1.16 “**JCCP No. 5052**” means the coordinated proceeding captioned *JUUL Labs Product Cases*, Judicial Counsel Coordination Proceeding No. 5052, pending in the Superior Court of California, County of Los Angeles, Department 11, and all cases that are part of that proceeding.

1.17 “**JUUL Product**” means any JUUL product designed, manufactured, produced, advertised, marketed, distributed, or sold by JLI or under the logo of JUUL, including but not limited to “JUUL”-branded pods or devices.

1.18 “**MDL No. 2913**” means the consolidated proceeding captioned *In re: Juul Labs Inc., Marketing, Sales Practices, and Products Liability Litigation*, Case No. 3:19-md-02913, pending in the U.S. District Court for the Northern District of California, and all cases that are part of that proceeding.

1.19 “**Mediator**” the mediator appointed by the Court in MDL No. 2913, Thomas J. Perrelli.

1.20 “**Notice Plan**” means the plan for disseminating notice of the settlement embodied in this Altria Class Settlement Agreement to the Settlement Class as approved by the Court.

1.21 “**Opt-Out Deadline**” means the deadline to be established in the Opt-Out Procedure and set forth in the Preliminary Approval Order.

1.22 “**Opt-Outs**” shall mean all Persons who fall within the scope of the Settlement Class, and who have timely and properly exercised their right to exclude themselves from the Class pursuant to the procedure set forth in the Notice Plan.

1.23 “**Person**” means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity, and such individual’s or entity’s owners, members, partners, shareholders, spouse, heirs, predecessors, successors, representatives, and assignees.

1.24 “**Plan of Allocation**” means the plan for allocating the Altria Net Settlement Fund as approved by the Court.

1.25 “**Preliminary Approval Order**” means an order entered by the Court under Federal Rule of Civil Procedure 23(e)(1)(B) and directing notice to the Settlement Class.

1.26 “**Released Party**” and “**Released Parties**” includes: Altria Group, Inc., Altria Client Services LLC, Altria Enterprises, LLC, Altria Group Distribution Company,

and Philip Morris USA, Inc.; each and all of their predecessors, successors, and assigns; each and all of their past, present, and future direct or indirect subsidiaries, affiliates, joint ventures, partnerships, and related companies; and each and all of their past, present and future principals, partners, officers, managers, directors, supervisors, employees, stockholders, advisors, agents, representatives, administrators, advertisers, distributors, attorneys, members, and insurers. Subject to and without limiting the foregoing sentence, “**Released Parties**” does not include Juul Labs, Inc. or any of its past, present, and/or future affiliates, assigns, predecessors, successors, related companies, subsidiary companies, directors, officers, employees, shareholders, advisors, advertisers, attorneys, insurers, and agents.

1.27 “**Settlement Class Member**” or “**Class Member**” means all Persons who fall within the scope of the Settlement Class, and who do not timely and properly exercise their right to exclude themselves from the Class pursuant to the procedure as set forth in the Notice Plan.

1.28 “**Settlement Class Released Claims**” means any and all known or unknown claims, demands, actions, suits, causes of action, damages whenever incurred or manifesting (whether compensatory or exemplary), liabilities of any nature or under any theory or statute whatsoever, whether under federal, state, or other laws, and including costs, expenses, penalties and attorneys’ fees, in law or equity, that any Settlement Class Member, whether or not such Settlement Class Member objects to this Altria Class Settlement Agreement, ever had, now has, or will have in the future, directly, representatively, derivatively, or in any capacity, based upon, arising out of, or related to, in whole or in part, any claims for economic loss that have been asserted or could have been asserted in the class actions filed in MDL No. 2913 or JCCP No. 5052 relating to the purchase or use of any JUUL Product by a member of the Settlement Class, or based upon, arising out of, related to, or derived from, directly or indirectly, in whole or in part, Altria’s conduct related to its investment in JLI, Altria’s interactions with JLI or any JLI Related Persons, or any or all of the conduct, events, or transactions relating to the design, manufacture, production, advertisement, marketing, distribution, sale, and performance of JUUL products actually alleged or which could have been alleged in the lawsuits against Altria. For avoidance of doubt, the Settlement Class Released Claims do not include (or release) (1) personal injury claims or (2) claims asserted in *In re Juul Labs, Inc. Antitrust Litigation*, Case No. 3:20-cv-02345-WHO. Nor does this Altria Class Settlement Agreement revive any such claims listed in (1)-(2).

1.29 “**Settlement Class Representatives**” or “**Class Plaintiffs**” means Bradley Colgate, Joseph DiGiacinto on behalf of C.D., Lauren Gregg, Tyler Krauel, and Jill Nelson on behalf of L.B.

1.30 “**Service Award**” means the award, if any, approved by the Court and paid to any named plaintiffs in the Second Amended Consolidated Class Action Complaint, ECF No. 1358, in consideration for their service during the course of MDL No. 2913.

1.31 “**United States**” or “**U.S.**” means the United States of America including the fifty States of the United States, the District of Columbia, and the territories, possessions, and commonwealths of the United States.

2. **SETTLEMENT CONSIDERATION AND CLAIMS**

2.1 Within ten (10) days of the date of the Preliminary Approval Order, Altria shall cause payment to the Altria Class Settlement Account of \$2,500,000.00 for (i) the Class Settlement Administrator to (a) administer the Notice Plan and (b) distribute the Altria Net Settlement Fund to the Settlement Class under the Plan of Allocation (the “**Initial Class Settlement Administration Payment**”).

2.2 Within sixty (60) days of entry of the Final Approval Order and Judgment (the “**Payment Date**”), Altria shall cause payment of the Altria Gross Settlement Amount, less the Initial Class Settlement Administration Payment, to the Altria Class Settlement Account (the “**Final Class Payment**”), notwithstanding the existence of any objections, pending or forthcoming appeals, or collateral attack on this Altria Class Settlement Agreement.

2.3 Altria shall not have any additional payment obligations in connection with this Altria Class Settlement Agreement in excess of the Gross Class Settlement Amount, including, by way of example only, that Altria shall not have any additional payment obligations with respect to any attorneys’ fees and expenses or costs of class notice and claims administration.

2.4 In exchange for the benefits being made available by this Altria Class Settlement Agreement, the Settlement Class Members shall grant a full and complete release of Altria from any and all Settlement Class Released Claims, and shall dismiss their claims with prejudice, and shall provide the other consideration and benefits described herein.

3. **CLASS SETTLEMENT ADMINISTRATION**

3.1 The Class Settlement Administrator will administer the Notice Plan and the Plan of Allocation approved by the Court.

3.2 The reasonable costs for the Notice Plan shall be paid solely from the Altria Class Settlement Account.

3.3 Class Counsel and the Class Settlement Administrator shall be responsible for the development of the Notice Plan and the Plan of Allocation. Class Counsel will propose a Notice Plan and a Plan of Allocation that mirror the procedures the Court preliminarily approved in connection with the JLI Class Action Settlement, MDL No. 2913, ECF No. 3779.

3.4 Class Counsel and the Class Settlement Administrator shall be solely responsible for compliance with any state or federal law concerning the settlement of claims asserted by any Settlement Class Member who is a minor.

3.5 Benefits will be provided to Settlement Class Members following the occurrence of the Effective Date pursuant to the procedures contained in the Plan of Allocation.

4. **PRELIMINARY APPROVAL BY THE COURT**

4.1 The Parties shall cooperate, assist, and undertake all reasonable actions to accomplish the steps contemplated by this Altria Class Settlement Agreement and to implement this Altria Class Settlement Agreement on the terms and conditions provided herein.

4.2 Promptly after the execution of this Altria Class Settlement Agreement, and no later than fourteen (14) days following the Execution Date, the Class Plaintiffs shall submit a motion to the Court for preliminary approval of this Altria Class Settlement Agreement and to direct notice to the Settlement Class (the “**Preliminary Approval Motion**”), seeking entry of the Preliminary Approval Order. For purposes of settlement only, Altria will not oppose this motion but will reserve its rights.

4.3 Pursuant to the Class Action Fairness Act (“CAFA”), no later than ten (10) days after this Altria Class Settlement Agreement is filed with the Court, Altria shall cause the Class Settlement Administrator to timely serve proper notice of the proposed settlement upon those who are entitled to such notice pursuant to CAFA, including to the “appropriate State officials” and to the “appropriate Federal officials” as those terms are defined in CAFA.

4.4 Either before or on the same day that Class Plaintiffs file the Preliminary Approval Motion, the Parties shall submit to the Court, and any other appropriate courts, if necessary, unopposed motions to stay during the pendency of the settlement proceedings contemplated by this Altria Class Settlement Agreement (i) the underlying proceedings against Altria, (ii) the commencement and/or prosecution of any and all actions and proceedings (including discovery) against Altria brought by anyone for any Settlement Class Released Claims against Altria, including any actions brought on behalf of or through any Settlement Class Members, and (iii) any appeals initiated by Altria related to the Settlement Class Released Claims. Any stay will remain effective during the pendency of the settlement proceedings contemplated by this Altria Class Settlement Agreement unless modified by further order of the Court or any other appropriate courts, or until such point that this matter is resolved, and the stayed proceedings shall be dismissed with prejudice.

4.5 In the event the Court does not enter a Preliminary Approval Order, then any party may terminate this Altria Class Settlement Agreement. If a party terminates this Altria Class Settlement Agreement, the terms and provisions of this Altria Class Settlement Agreement will have no further force or effect with respect to the Parties and will not be used in this litigation or in any other proceeding for any purpose, and any order entered by the Court in accordance with the terms of this Altria Class Settlement Agreement will be treated as vacated, *nunc pro tunc*.

5. **SETTLEMENT STATISTICS, PRELIMINARY REPORTING, AND FINAL REPORT**

5.1 On the first day of each month following entry of the Preliminary Approval Order, and until entry of the Final Approval Order and Judgment, the Class Settlement Administrator shall, upon request, compile and send to Class Counsel, Altria's Counsel, and the Mediator reports containing summary statistics detailing the implementation of the settlement process. Such reports shall include, to the extent possible, the number of proper and timely Opt-Outs and the number of claims received.

6. **FINAL APPROVAL BY THE COURT**

6.1 In accordance with the schedule set in the Preliminary Approval Order, Class Counsel will draft the motion requesting final approval of this Altria Class Settlement Agreement and entry of the Final Approval Order and Judgment, and will provide those drafts to Defense Counsel before filing of the motion. Defense Counsel may provide feedback concerning the motion, and Class Counsel will meet and confer with Defense Counsel in good faith regarding their feedback. Altria reserves the right to respond to the motion in the event that its feedback is not addressed to its sole satisfaction.

6.2 In the event that the Court does not enter a Final Approval Order and Judgment or that the Altria Class Settlement Agreement's approval is conditioned on any material modifications that are not acceptable to either Party, the Final Approval Order and Judgment is vacated, overturned, or rendered void or unenforceable as a result of an appeal, or if this Altria Class Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason permitted under this Altria Class Settlement Agreement, then (a) this Altria Class Settlement Agreement shall be null and void and of no force and effect; (b) any release shall be of no force or effect, and (c)(i) Class Counsel shall cause the return to Altria of any funds paid by Altria pursuant to the terms of this Altria Class Settlement Agreement and any and all interest earned thereon, less monies expended toward settlement administration out of the Initial Class Settlement Administration Payment, within ten (10) days after the date the Altria Class Settlement Agreement becomes null and void and (ii) any counsel who is to receive any portion of the Fee and Expense Award agrees to be bound by this Section prior to receiving such awards and agrees to, within twenty (20) days after the date the Altria Class Settlement Agreement becomes null and void, repay to the Altria Class Settlement Account such portion of the Fee and Expense Award it received, and within ten (10) days Class Counsel shall cause the return of such funds to Altria. For the avoidance of doubt, Class Counsel shall have no obligation under any circumstances to reimburse the Altria Class Settlement Account for any reasonable sums paid to, or that are billed by, the Class Settlement Administrator for notice, administration of the Altria Class Settlement Agreement, and other appropriate and typical administration functions.

6.3 If the Final Approval Order and Judgment is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, the Final Approval Order and Judgment shall not become final. Any order or proceeding relating to the application for a Fee and Expense Award and/or Service Awards, the pendency of any such application, or any appeal from any such order, shall not operate to terminate or cancel

this Altria Class Settlement Agreement, or affect or delay the finality of the judgment approving the settlement.

7. **ALTRIA CLASS SETTLEMENT ACCOUNT**

7.1 The Parties have agreed to the establishment of an Altria Class Settlement Account. The Altria Class Settlement Account is intended to constitute a “qualified settlement fund” within the meaning of Treasury Regulation Section 1.468B-1 and shall remain subject to the continuing jurisdiction of the Court.

7.2 No disbursements shall be made from the Altria Class Settlement Account prior to the Effective Date other than (a) to pay (i) the reasonable costs and expenses of the Class Settlement Administrator for implementing the Notice Plan and other administrative and claim processing activities of this Altria Class Settlement Agreement, (ii) any Fee and Expense Award (per Section 155 below) as approved by the Court, or (iii) the reasonable costs and expenses of administering the Altria Class Settlement Account, or (b) to refund the funding Party in the event this Altria Class Settlement Agreement is not approved or is terminated.

7.3 The Altria Class Settlement Account shall be held at a federally-insured account with the Escrow Agent.

7.4 The Escrow Agent shall be responsible for all administrative, accounting, and tax compliance activities in connection with the Altria Class Settlement Account. The Parties shall provide the Escrow Agent with all information and documentation necessary to facilitate tax compliance activities.

7.5 Any interest that accrues on amounts in the Altria Class Settlement Account shall be deemed to be part of the Altria Class Settlement Account.

7.6 As described above, the Altria Settlement Fund is non-reversionary and no portion of the Altria Settlement Fund or Altria Net Settlement Fund will revert to Altria after the Effective Date occurs.

8. **OPT-OUT PROCEDURES**

8.1 All Persons who wish to exclude themselves from the Settlement Class shall be advised of the process for doing so that must be followed to be excluded. The procedure for requesting exclusion from the Settlement Class (the “**Opt-Out Procedure**”) shall be set forth in the Preliminary Approval Order, and shall be subject to the Court’s approval. Class Counsel will propose an Opt-Out Procedure that mirrors the procedure the Court preliminarily approved in connection with the JLI Class Action Settlement, MDL No. 2913, ECF No. 3779.

8.2 All requests to opt out of the Settlement Class that fail to satisfy the requirements of the Opt-Out Procedure, as well as any additional requirements the Court may impose, shall be void and such person shall be bound by the settlement once approved and

final. Each Person who submits an opt-out request must do so individually and separately; no consolidated or group opt-outs shall be accepted.

8.3 Other than a parent or guardian acting on behalf of a minor or other individual, no Person may opt-out of the Settlement Class on behalf of any other Person.

8.4 All Settlement Class Members shall in all respects be bound by all terms of this Altria Class Settlement Agreement, and the Final Approval Order and Judgment finally dismissing the Settlement Class Released Claims as against the Released Parties, and shall be permanently barred from commencing, instituting, or prosecuting any action based on any Settlement Class Released Claims against the Released Parties in any court of law or equity, arbitration, tribunal or administrative or other forum. Any Opt-Outs shall not be bound by this Altria Class Settlement Agreement; shall not be eligible to apply for or receive any benefit under the terms of this Altria Class Settlement Agreement; and shall not be entitled to submit an objection to this Altria Class Settlement Agreement.

8.5 Plaintiffs' counsel and Defense Counsel agree that they will make no effort to solicit any Person who falls within the scope of the Settlement Class to exclude themselves from this Altria Class Settlement Agreement.

9. **RELEASE**

9.1 Settlement Class Release. Settlement Class Members, including the Settlement Class Representatives, agree that the Final Approval Order and Judgment entered by the Court will contain the following release, waiver and covenant not to sue, which shall take effect upon all members of the Settlement Class on the later of: (1) the Effective Date, or (2) payment of the Final Class Payment to the Class Settlement Amount:

Each Settlement Class Member hereby releases and forever discharges and holds harmless the Released Parties of and from any and all Settlement Class Released Claims which the Settlement Class Member ever had, now have, or will have in the future. Each Settlement Class Member further covenants and agrees not to, directly or indirectly, commence, file, initiate, institute, prosecute, maintain, or consent to any action or proceedings against the Released Parties based in whole or in part on the Settlement Class Released Claims.

9.2 In addition, Settlement Class Members, including the Settlement Class Representatives, agree that each Settlement Class Member hereby expressly waives and releases, upon the occurrence of the Effective Date, any and all provisions, rights, and benefits conferred by any law of the federal government or of any state or territory of the United States, or principle of common law, which purports to limit the scope and effectiveness of the release of any of the Settlement Class Released Claims provided pursuant to this Altria Class Settlement Agreement, without regard to the subsequent discovery or existence of any different or additional facts not known by a Settlement Class Member at the time of this Altria Class Settlement Agreement. By way of example, upon the Effective Date, each Settlement Class Member shall be deemed to have, and shall have, expressly waived

and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of §1542 of the California Civil Code, if any, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

9.3 Each Settlement Class Member also hereby expressly waives and fully, finally, and forever settles and releases any and all Settlement Class Released Claims it may have against the Released Parties under § 17200, et seq., of the California Business and Professions Code.

9.4 Each Settlement Class Member may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of this Altria Class Settlement Agreement, but each Settlement Class Member hereby expressly waives and fully, finally, and forever settles and releases, upon the Effective Date, any known or unknown, suspected or unsuspected, contingent or non-contingent Settlement Class Released Claims with respect to the subject matter of this Altria Class Settlement Agreement whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

9.5 No Released Party shall be subject to liability or expense of any kind to any Class Member or their respective counsel related to the Settlement Class Released Claims except as provided in this Altria Class Settlement Agreement.

9.6 Settlement Class Representatives and each Settlement Class Member further covenant and agree that: (i) they will not sue or bring any action or cause of action, or seek restitution or other forms of monetary relief, including by way of third-party claim, crossclaim, or counterclaim, against any of the Released Parties in respect of any of the Settlement Class Released Claims, or by way of a separate lawsuit brought in bad faith against a non-party that could assert any kind of claim against any of the Released Parties in respect of any of the Settlement Class Released Claims for the purpose of seeking to indirectly recover money from Altria concerning the Settlement Class Released Claims; (ii) they will not initiate or participate in bringing or pursuing any class action against any of the Released Parties in respect of any of the Settlement Class Released Claims; (iii) if involuntarily included in any such class action, they will not participate therein; and (iv) they will not assist any third party in initiating or pursuing a class action lawsuit in whole or in part in respect of any of the Settlement Class Released Claims. Each Settlement Class Member expressly waives and fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent Settlement Class Released Claims without regard to the subsequent discovery or existence of different or additional facts.

9.7 Settlement Class Representatives and each Settlement Class Member further covenant and agree that they will not sue or bring any action or cause of action under any state or federal law in respect of any challenge to the release, waiver, and covenant not to sue.

9.8 Contingent upon receipt by Altria and the other Released Parties of a reciprocal release from any third party, Altria and the other Released Parties agree to release and forever discharge any such third parties, including JLI and any individual defendants previously named by Plaintiffs, from all claims for contribution or indemnity arising out of any claims ultimately settled for some part of the Settlement Payment and dismissed pursuant to the terms of this Settlement Agreement.

10. DISMISSAL WITH PREJUDICE; SETTLEMENT AS EXCLUSIVE REMEDY

10.1 Class Counsel shall dismiss with prejudice all Settlement Class Released Claims against Altria as part of the process of seeking issuance of the Final Approval Order and Judgment, with each Party to bear its own costs, except as otherwise provided herein.

10.2 Upon the Effective Date, all Settlement Class Released Claims shall be dismissed with prejudice with each party to bear its own costs in accordance with the Final Approval Order and Judgment entered by the Court.

10.3 Upon the effectiveness of the releases described in Section 9 and only in the event that the releases described herein and in the Final Approval Order and Judgment are not void, void ab initio or voided pursuant to Section 6 herein, this Altria Class Settlement Agreement shall be the exclusive remedy for the Settlement Class and each member thereof with respect to Settlement Class Released Claims as against any and all Released Parties. No Settlement Class Member shall recover, directly or indirectly, any sums from Altria for Settlement Class Released Claims other than the consideration received under the terms of this Altria Class Settlement Agreement, and any amounts for which they may be eligible in any parallel settlement with the Altria settlement. For clarity and as noted above in Section 1.288, the Settlement Class Released Claims do not include (1) personal injury claims or (2) claims asserted in *In re Juul Labs, Inc. Antitrust Litigation*, Case No. 3:20-cv-02345-WHO. Nor does this Altria Class Settlement Agreement revive any such claims listed in (1)-(2).

11. NO ADMISSION OF LIABILITY

11.1 Neither this Altria Class Settlement Agreement, whether approved or not approved, nor any appendix, document, or instrument delivered pursuant to this Altria Class Settlement Agreement, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Altria Class Settlement Agreement, is intended to or may be construed as or deemed to be evidence of (a) an admission or concession by Altria of any liability or wrongdoing, or of the truth of any of the Class Plaintiffs' allegations, or of the appropriateness of class certification in any other context, or (b) an admission or concession by any Class Plaintiff of any lack of merit in those allegations.

11.2 Pursuant to this Altria Class Settlement Agreement, and pursuant to Federal Rule of Evidence 408, and any other applicable law, rule, or regulation, the fact of entering

into or carrying out this Altria Class Settlement Agreement, and any negotiations and proceedings related hereto, shall not be construed as, offered into evidence as, or deemed to be evidence of, an admission or concession of liability by or an estoppel against any of the Parties, a waiver of any applicable statute of limitations or repose, and shall not be offered or received into evidence, or considered, in any action or proceeding against any Party in any judicial, quasi-judicial, administrative agency, regulatory or self-regulatory organization, or other tribunal, or proceeding for any purpose whatsoever, other than to enforce the provisions of this Altria Class Settlement Agreement or the provisions of any related agreement, release, or appendix hereto.

12. REPRESENTATIONS AND WARRANTIES

12.1 The Class Plaintiffs represent and warrant that they each have the authority to enter into this Altria Class Settlement Agreement and have not assigned, in whole or in part, any rights or claims against Altria, and have not assigned, in whole or in part, any of the Released Claims. To the extent that any Settlement Class Member assigned the proceeds of any claims in whole or in part, it is that Settlement Class Member's responsibility to inform the assignee of the Settlement and/or provide those proceeds to any such assignee. Class Counsel represent and warrant that they have authority to execute this Altria Class Settlement Agreement.

12.2 Altria represents and warrants that it has the authority, and if applicable the requisite corporate power, to execute, deliver, and perform this Altria Class Settlement Agreement. The execution, delivery, and performance by Altria of this Altria Class Settlement Agreement has been duly authorized by all necessary corporate action. This Altria Class Settlement Agreement has been duly and validly executed and delivered by Altria, and constitutes its legal, valid, and binding obligation.

12.3 The Parties (i) recommend that this Altria Class Settlement Agreement be approved; and (ii) will undertake the necessary steps to support and effectuate the terms of this Altria Class Settlement Agreement in the event it is approved by the Court.

13. INDEMNITY, LIENS, AND TAXES

13.1 Altria waives any right of subrogation or any other right belonging to Altria to recover back any settlement amount paid or made available to any Settlement Class Member under this Altria Class Settlement Agreement by virtue of the Settlement Class Member's settlement with any other Person. The amounts made available and paid to Settlement Class Members under this Altria Class Settlement Agreement are free and clear of any encumbrances now held or later acquired by Altria.

13.2 It is each Settlement Class Member's responsibility to pay any and all valid and enforceable liens, reimbursement claims, or encumbrances held or asserted by any private or governmental lien holders against them. The Class Plaintiffs and each Settlement Class Member on their own behalf, further understand and agree to indemnify, hold harmless and defend the Released Parties from all claims by any state or other government body, employer, attorney, insurer, and/or any other entity for all past, present and future liens or

claims asserting a right of subrogation, right of indemnity, right of reimbursement or other such right for amounts paid or to be paid in consideration under this Altria Class Settlement Agreement.

13.3 The Class Plaintiffs and each Settlement Class Member on their own behalf, further understand and agree to indemnify, hold harmless and defend the Released Parties from any and all claims brought by any assignee of a Settlement Class Member seeking any amount paid or to be paid under this Altria Class Action Settlement Agreement.

13.4 The Class Plaintiffs and each Settlement Class Member on their own behalf, further understand and agree that each Class Plaintiff or Settlement Class Member, as applicable, is responsible for any tax consequences to each such Class Plaintiff or Settlement Class Member arising from, related to, or in any way connected with the relief afforded to each such Class Plaintiff or Settlement Class Member, as applicable, under this Altria Class Settlement Agreement.

13.5 The Parties agree that all amounts to be paid, except for attorneys' fees and costs, constitute restitution and remediation and no amounts constitute settlement of fines or penalties for the potential violation of laws.

14. CONTINUING JURISDICTION

14.1 The Court shall retain jurisdiction over MDL No. 2913, the Class Settlement Administrator, the Altria Class Settlement Account, this Altria Class Settlement Agreement, the Final Approval Order and Judgment, the Settlement Class Members, and the Parties for the purpose of administering, supervising, construing, and enforcing this Altria Class Settlement Agreement and the Final Approval Order and Judgment.

15. FEES AND EXPENSES OF CLASS COUNSEL AND OTHER COUNSEL

15.1 Class Counsel and other counsel with a basis to seek the payment of Class Attorneys' Fees and Expenses may apply to the Court for a reasonable award of Class Attorney's Fees and Expenses ("**Fee and Expense Award**") from the Altria Settlement Fund. Settlement Class Representatives' approval of this Altria Class Settlement Agreement, and Class Counsel's support of the Altria Class Settlement Agreement, are not contingent on Class Counsel making an application for a Fee and Expense Award, or the Court approving any application for a Fee and Expense Award.

15.2 The Parties have reached no agreement on the amount of attorneys' fees and expenses that Class Counsel will seek. While recognizing that this Altria Class Settlement Agreement permits Class Counsel to apply for reasonable fees and expenses, Settlement Class Members will be given the opportunity to object to and oppose Class Counsel's request for a Fee and Expense Award in accordance with the Notice Plan and applicable authorities.

15.3 Any Fee and Expense Award shall be payable from the Altria Settlement Fund promptly and no more than three (3) business days after the Payment Date, notwithstanding the existence of any objections, pending or forthcoming appeals, or collateral attack on this Altria Class Settlement Agreement, or any Fee and Expense Award,

subject to Section 6.2 above. At least seven (7) days prior to payment of the Fee and Expense Award, Class Counsel shall furnish the Class Settlement Administrator with all necessary payment and routing information to facilitate the transfer.

15.4 Any order or proceeding relating to the application for a Fee and Expense Award, the pendency of the application, or any appeal from any such order, will not operate to terminate or cancel this Altria Class Settlement Agreement, or affect or delay the finality effected by entry of the Final Approval Order and Judgment or the Effective Date. Class Counsel will allocate the Fee and Expense Award among plaintiffs' counsel. In no event shall Altria have any liability to any plaintiffs' counsel regarding the allocation of the Fee and Expense Award. No dispute regarding Fees and Expenses or the timing of payment of Fees and Expenses shall delay the timing or validity of the Release given in Section 9 above.

15.5 Any Fee and Expense Award shall not increase the Gross Class Settlement Amount.

16. SERVICE AWARDS

16.1 Class Counsel may apply for Service Awards, which shall be subject to approval of the Court and paid from the Altria Class Settlement Fund. Any Service Award that Class Counsel seeks shall be in consideration of, and commensurate with, the recipients' services, time, and effort on behalf of the Settlement Class. Any such Service Awards are separate and apart from any payments the recipients may receive as a result of submitting claims as Settlement Class Members. For tax purposes, the Service Award will be treated as 100% non-wage claim payment. Class Counsel will provide a Form W-9 for each individual receiving a Service Award, and the Class Settlement Administrator will issue an IRS Form Misc.-1099 for the Service Award payment to each recipient.

16.2 Any order or proceeding relating to the application for a Service Award, the pendency of the application, or any appeal from any such order, will not operate to terminate or cancel this Settlement Agreement, or affect or delay the finality effected by entry of the Final Approval Order and Judgment or the Effective Date. The Class Representatives' approval of this Settlement Agreement is not contingent on Class Counsel making an application for a Service Award, or the Court approving any application for a Service Award.

16.3 Any Service Award shall not increase the Gross Class Settlement Amount.

17. RIGHTS OF WITHDRAWAL

17.1 Within seven (7) Business Days after the Opt-Out Deadline, Class Counsel will provide Defense Counsel information sufficient to show whether the condition enumerated in Section 17.3 occurred (which, to the extent this information needs to be filed with the Court, the Parties shall request remain under seal). Such information must include a reasonable estimate or minimum number of total Settlement Class Members and the total number of Opt-Outs.

17.2 On the same date that Class Counsel provide Defense Counsel with the information identified in Section 17.1, Class Counsel shall also represent in good faith, in writing to counsel for Altria, whether the condition enumerated in Section 17.3 has occurred.

17.3 If, seven (7) Business Days after the Opt-Out Deadline, the following condition occurs, Altria, in consultation with Defense Counsel, may withdraw from and terminate this Altria Class Settlement Agreement, in which case this Altria Class Settlement Agreement shall be null and void and the status of the litigation shall be as it was prior to the execution of this Altria Class Settlement Agreement: total Opt-Outs from the Class Settlement exceeds a number agreed to by the Parties and set forth in Appendix A, which shall be filed under seal if permitted by the Court.

17.4 In the event that Altria, in consultation with Defense Counsel, wishes to exercise its right to terminate this Altria Class Settlement Agreement under this Section 17.3 because of inadequate participation under Section 17.3 above, Altria must notify the other Parties in writing, within seven (7) days after receipt of the information described in Sections 17.1-17.3 of this Altria Class Settlement Agreement.

17.5 In the event that this Altria Class Settlement Agreement is not approved as submitted, does not reach Final Approval, or otherwise is terminated pursuant to the terms herein, the Parties will be restored to their respective positions in the litigation as of the day preceding the date of this Altria Class Settlement Agreement; subject to Sections 6.2 and 6.3 above, the terms and provisions of this Altria Class Settlement Agreement will have no further force or effect with respect to the Parties; this Altria Class Settlement Agreement or any of its terms will not be used in this litigation or in any other proceeding for any purpose; and any judgment or order entered by the Court in accordance with the terms of this Altria Class Settlement Agreement, including any order to certify the Settlement Class, will be vacated, *nunc pro tunc*, and the status of the litigation shall be as it was prior to the execution of this Altria Class Settlement Agreement.

18. THIRD-PARTY BENEFICIARIES; ASSIGNMENT

18.1 Any Released Party who is not a signatory to this Altria Class Settlement Agreement is a third-party beneficiary of this Altria Class Settlement Agreement, and is entitled to all of the rights and benefits under this Altria Class Settlement Agreement. Further, any such Released Party may enforce any and all provisions of this Altria Class Settlement Agreement as if that Released Party was a direct party to this Altria Class Settlement Agreement.

18.2 Other than Section 18.1, no provision of this Altria Class Settlement Agreement or any Appendix thereto is intended to create any third-party beneficiary to this Altria Class Settlement Agreement.

19. AMENDMENT; NO IMPLIED WAIVER

19.1 This Altria Class Settlement Agreement may be amended by (and only by) an instrument signed by Altria, on the one hand, and Class Counsel, on the other hand and specifically identifying this agreement by name as being thereby amended.

19.2 Except where a specific period for action or inaction is provided herein, no failure on the part of a Party to exercise, and no delay on the part of either Party in exercising, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any waiver on the part of either Party of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other right, power or privilege; nor shall any waiver on the part of a Party, on any particular occasion or in any particular instance, of any particular right, power or privilege operate as a waiver of such right, power or privilege on any other occasion or in any other instance.

20. OTHER OBLIGATIONS; MISCELLANEOUS

20.1 The Parties shall use their reasonable best efforts to perform all terms of this Altria Class Settlement Agreement.

20.2 The Released Parties may file this Altria Class Settlement Agreement and/or the Final Judgment and Order in any action that may be brought against them in order to support any defense or counterclaim, including without limitation those based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. Plaintiffs will take no position with respect to any applicable claim preclusion, issue preclusion, or similar defense or counterclaim.

20.3 All agreements made and orders entered during this litigation relating to the confidentiality of information survive this Altria Class Settlement Agreement.

20.4 Any Appendices to this Altria Class Settlement Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

20.5 This Altria Class Settlement Agreement supersedes any previous agreements and understanding among the Parties with respect to the subject matter of this Altria Class Settlement Agreement and the settlement embodied within it, including the Parties' Settlement Term Sheet signed May 10, 2023.

20.6 All time periods and dates described in this Altria Class Settlement Agreement are subject to the Court's approval. Unless set by the Court, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Altria Class Settlement Agreement through written consent of the Parties' counsel, without notice to the Class Members; provided, however, that any such changes in the schedule of Altria Class Settlement Agreement proceedings will be posted on a website established by the Class Settlement Administrator. Time periods and dates provided for in the Preliminary Approval Order may be altered by the Court.

20.7 Any notice, request, instruction, or other document to be given by any Party to this Altria Class Settlement Agreement to any other Party to this Altria Class Settlement Agreement, other than the Class Notice, shall be in writing and delivered by an overnight delivery service, with a courtesy copy via electronic mail to:

If to Settlement Class Representatives and Settlement Class:

Dena C. Sharp
GIRARD SHARP LLP
601 California St., Suite 1400
San Francisco, CA 94108
Telephone: (415) 981-4800
dsharp@girardsharp.com

If to Altria:

Robert McCarter
Senior VP & Associate General Counsel
Altria Client Services
robert.a.mccarter@altria.com

With a copy to:

APKS-PMService
Arnold & Porter Kaye Scholer LLP
601 Massachusetts Ave., NW
Washington, DC 20001-3743
APKS-PMService@arnoldporter.com

20.8 All applications for Court approval or Court orders required under this Altria Class Settlement Agreement shall be made on notice to all Parties to this Altria Class Settlement Agreement.

20.9 This Altria Class Settlement Agreement is the result of a mutual negotiation between counsel for the Parties. Any ambiguity in this Altria Class Settlement Agreement shall not presumptively be construed in favor of or against any Party as the drafter of the Altria Class Settlement Agreement.

20.10 The provisions of this Altria Class Settlement Agreement are not severable.

20.11 All the terms of this Altria Class Settlement Agreement shall be governed by and interpreted according to the laws of the State of California, except to the extent federal law applies.

20.12 References to a Section also includes any other sections or subparts within that Section, *e.g.*, a reference to Section 20, includes Sections 20.1, 20.2 and 20.3. The definitions contained in this Altria Class Settlement Agreement or any Appendix hereto are applicable to the singular as well as the plural forms of such terms. Words of any gender (masculine, feminine, otherwise) mean and include correlative words of the other genders.

20.13 All representations, warranties, and covenants set forth in this Altria Class Settlement Agreement shall be deemed continuing and shall survive the date of this Altria

Class Settlement Agreement, or termination or expiration of this Altria Class Settlement Agreement.

20.14 Each of the Parties agrees, without further consideration, and as part of finalizing the settlement hereunder, to execute and deliver such other documents and take such other actions that may be necessary to perfect and effectuate the subject matter and purpose of this Altria Class Settlement Agreement.

20.15 This Altria Class Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Altria Class Settlement Agreement, provided that this Altria Class Settlement Agreement shall not be complete until it has been signed by everyone for whom a signature line has been provided.

20.16 This Altria Class Settlement Agreement and any amendments thereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated in all manner and respects as an original Altria Class Settlement Agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the Parties have executed this Altria Class Settlement Agreement and have caused this Altria Class Settlement Agreement to be executed by Class Counsel.

ALTRIA CLASS SETTLEMENT AGREEMENT
SIGNATURE PAGES

PLAINTIFFS' COUNSEL:



Sarah R. London
MDL Plaintiffs' Liaison and Co-Lead Counsel

Dena C. Sharp
MDL Plaintiffs' Co-Lead Counsel

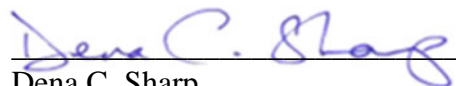
Ellen Relkin
MDL Plaintiffs' Co-Lead Counsel

Dean N. Kawamoto
MDL Plaintiffs' Co-Lead Counsel

ALTRIA CLASS SETTLEMENT AGREEMENT
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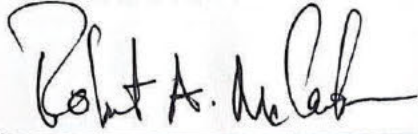
Dena C. Sharp
MDL Plaintiffs' Co-Lead Counsel

Ellen Relkin
MDL Plaintiffs' Co-Lead Counsel



Dean N. Kawamoto
MDL Plaintiffs' Co-Lead Counsel

ALTRIA'S COUNSEL

A handwritten signature in black ink, appearing to read "Robert A. McCarter". The signature is written in a cursive style with a horizontal line extending from the end.

Robert McCarter,
Senior Vice President & Associate General Counsel
Altria Client Services

HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

Appendix A

Document Filed Under Seal

EXHIBIT 2

**PLAN OF ALLOCATION FOR ECONOMIC
LOSS SETTLEMENT AGREEMENT AND
RELEASE**

On July 26, 2023, Class Plaintiffs and Altria entered into the Altria Class Settlement Agreement. The Altria Net Settlement Fund and relief provided for in the Altria Class Settlement Agreement shall be distributed in accordance with this Plan of Allocation as described below, subject to the Court’s approval.

1. DEFINITIONS

Except as defined below, capitalized terms in this Plan of Allocation have the same meaning as in the Altria Class Settlement Agreement.

- 1.1 “Claim” means any claim for payment from the Altria Class Settlement Fund submitted to the Class Settlement Administrator.
- 1.2 “Claimant” means any individual that submits a Claim.
- 1.3 “Claimant’s Retail Expenditures” means the value of each Claimant’s aggregate Retail Expenditures for all of the Claimant’s Purchases during the Class Period.
- 1.4 “Claim Form” means the electronic or paper form used to submit Claims.
- 1.5 “Class Payment Cap” means, for each Eligible Claimant, an amount equal to 150% of the claimant’s Eligible Claimant’s Retail Expenditures, except that to the extent the Retail Expenditures include Youth Purchases the Class Payment Cap shall be calculated as 300% of such Purchases. The Class Payment Cap shall apply to the combined total that each Settlement Class Member is entitled to under both the Altria Class Settlement Agreement and the class settlement agreement with JUUL Labs, Inc. and related entities dated December 6, 2022.
- 1.6 “Direct Purchase” means a Purchase made on JLI’s website for which Purchase JLI has provided electronic records.
- 1.7 “Eligible Claim” means a timely Claim that the Class Settlement Administrator has determined falls within the Class—including (1) that the Claim relates to purchases of Juul Products (2) that such purchases occurred before the Execution Date—and should not be rejected as fraudulent, likely fraudulent, insufficiently documented, or for any other reason that Class Settlement Administrator determines should preclude payment of the Claim from the Altria Net Settlement Fund.
- 1.8 “Eligible Claimant” means an individual who has submitted an Eligible Claim.
- 1.9 “Eligible Claimant’s Retail Expenditures” means each Eligible Claimant’s aggregate Retail Expenditures for all the Claimant’s Purchases.
- 1.10 “Eligible Claimant’s Points” means each Eligible Claimant’s aggregate Points for all

the claimant's Purchases.

- 1.11 "Indirect Purchase" means a Purchase from a retailer other than JLI.
- 1.12 "JLI Direct Purchase Data" means JLI's electronic records of Direct Purchases made during the Class Period.
- 1.13 "Points" means a numeric value assigned each Purchase consisting of (1) the Retail Expenditure for each Purchase (2) multiplied by the below weighted values as set forth below:
 - 1) Youth Purchase: Retail Expenditure x 4.
 - 2) 2015-2018 Initiate: Retail Expenditure x 2.
 - 3) 2019-2022 Initiate: Retail Expenditure x 1.
- 1.14 "Purchase" means a purchase of a Juul Product at a retail location or online before the Execution Date.
- 1.15 "Initiate" means the date of a Claimant's first Purchase, categorized as follows:
 - 1) "2015-2018 Initiate" means any purchase of Juul Products made by an individual whose first purchase of Juul Products occurred in 2015, 2016, 2017, or 2018, and the individual had attained the age of eighteen (18).
 - 2) "2019-2022 Initiate" means any purchase of Juul Products made by an individual whose first purchase of Juul Products occurred in 2019, 2020, 2021, or 2022 through the Execution Date, and the individual had attained the age of eighteen (18).
- 1.16 "Retail Expenditure" means the a) for Direct Purchases, the amount paid by the Claimant as indicated in the JLI Direct Purchase Data; b) for all other Purchases, the greater of the dollar amount assigned to each Purchase claimed by an Eligible Claimant or the total value of proofs of purchase for Juul Products submitted by an Eligible Claimant and included in Claimant's Eligible Claim. Absent submission of proofs of purchase, the Retail Expenditure for Juul Products shall be calculated as:
 - 1) The actual amount paid for Direct Purchases; and
 - 2) For all other Purchases, the Retail Expenditure figures are set forth below:
 - a. JUULPods (4 pack): \$15.99.
 - b. JUULPods (2 pack): \$9.99.
 - c. Starter Kits (Device, USB Charger, 4 pods): \$49.99.
 - d. Starter Kits (Device, USB Charger, 2 pods): \$44.99
 - e. Device Kit (Device plus USB Charger): \$34.99
 - f. Charging Case: \$49.99
 - g. USB Charger: \$6.00

¹ These figures are based on the per-unit suggested retail price of each product, which discovery and the JLI Direct Purchase Data confirmed were the dominant retail prices actually paid.

- 1.17 “Total Class Points” means the aggregate total of the Points for all Eligible Claims.
- 1.18 “Youth Purchase” means any purchase of Juul Products made by an individual whose first purchase of Juul Products occurred prior to such individual attaining the age of eighteen (18).

2. SUBMISSION OF CLAIMS

- 2.1 The Class Settlement Administrator shall determine whether each Claim constitutes an Eligible Claim.
- 2.2 Any Settlement Class Member who made a Direct Purchase according to the JLI Direct Sales Data will be given the option to:
 - 1) Make an election to submit a pre-filled Eligible Claim based on the total value of the Claimant’s Direct Purchases as indicated in the JLI Direct Purchase Data. The submission of such a Claim shall require the Claimant to provide personally identifying information (including a date of birth) and to elect a method by which the Claimant will receive payment. All of the Claimant’s Purchases will be categorized as either a 2015-2018 Initiate Purchase or a 2019-2022 Initiate Purchase based on the JLI Direct Purchase Data. Purchases will be categorized as Youth Purchases by the Administrator; or
 - 2) Submit a Claim based on his or her Direct Purchases as indicated in the JLI Direct Purchase Data plus any Indirect Purchases. As to Indirect Purchases, the Claimant will be required to provide additional information necessary to determine: a) the total amount of the Claimant’s Indirect Purchases and b) whether the Claimant’s Indirect Purchases count as 2015-2018 Initiate or 2019-2022 Initiate Purchases.
- 2.3 Any Settlement Class Member who did not make a Direct Purchase according to the JLI Direct Purchase Data shall provide (1) the Claimant’s date of birth; (2) the month and year when the Claimant first began purchasing Juul Products; (3) information regarding the Claimant’s frequency of purchasing Juul Products; (4) personally identifying information and (5) an election as to how the Claimant would like to receive payment. Frequency information may be provided by responding to the online claim form or by submitting proofs of purchase.
- 2.4 The Class Settlement Administrator shall follow up with Claimants as necessary to validate their Claims, collect additional information, or otherwise ensure that the Claim qualifies as an Eligible Claim. Any Eligible Claim—aside from portions of claims based on Direct Purchases—where the total value of the Eligible Claimant’s Retail Expenditures would exceed \$300 shall require proof of purchase, which may be provided in the form of receipts or other documentation demonstrating such purchases. In the event a Claimant submits a Claim for Indirect Purchases exceeding this amount and does not provide such proof of purchase upon request, such claim shall only be honored in an amount equal to \$300. Even if supported by JLI Direct Sales Data or proof of purchase, no Retail Expenditure used to assign Points may

exceed \$1600 per year in which the Claimant claims to have made Purchases.

- 2.5 The Class Settlement Administrator shall employ industry standard measures to detect potentially fraudulent claims and may, in its discretion or at Class Counsel's direction, require proof of purchase for additional claims (including claims in an amount lower than the amount set forth herein) in the event the Class Settlement Administrator detects indicia of fraud. The Class Settlement Administrator may also, in its discretion or at Class Counsel's direction, establish processes for auditing claims. Such processes may require *any* Claimant to provide documentation supporting his or her identity, Purchases, date of birth or any other information pertinent to the Claimant's Claim. The Class Settlement Administrator shall consult with Class Counsel regarding potentially fraudulent claims and the process for validating such potentially fraudulent claims.

3. DISTRIBUTION OF ALTRIA SETTLEMENT FUND

- 3.1 Within seven days after the later of when (1) Altria deposits the Altria Settlement Fund into the Altria Class Settlement Account in accordance with paragraph 2.2 of the Altria Class Settlement Agreement or (2) the Court enters an order concerning any Fee and Expense Awards, the Class Settlement Administrator may distribute to Class Counsel from the Altria Class Settlement Fund the amount of any Fee and Expense Award. The Class Settlement Administrator shall also pay to the Class Settlement Administrator costs for the payment of settlement notice and settlement administration.
- 3.2 Prior to the distribution of the Altria Net Settlement Fund, Class Counsel may seek additional payment to the Class Settlement Administrator from the Altria Class Settlement Fund for (1) actual amounts incurred for settlement notice and administration services beyond those previously awarded by the Court and paid to the Class Settlement Administrator and (2) any additional amounts the Class Settlement Administrator anticipates incurring to complete the distribution of the Altria Net Settlement Fund. No party shall have any obligation to pay the Class Settlement Administrator any amounts beyond those approved by the Court.
- 3.3 The distributions made to Settlement Class Members shall include the amounts owed to them under both the Altria Class Settlement Agreement and the class settlement agreement with JUUL Labs, Inc. and related entities dated December 6, 2022.
- 3.4 After the payment of the items in paragraphs 3.1 and 3.2, the Altria Net Settlement Fund shall be distributed to Eligible Claimants on a *pro rata* basis according to each Eligible Claimants' *pro rata* share of the Total Class Points, taking into account any applicable Class Payment Cap. If, for example, there are 5,000,000 Total Class Points and an Eligible Claimant has Eligible Claims totaling 500 Eligible Claimant's Points, then that Eligible Claimant shall be entitled to a distribution equal to .01% (500 / 5,000,000) of the Net Settlement Fund, which amount will be subject to any applicable Class Payment Cap. Each Eligible Claimant shall receive a distribution of at least \$15.00, regardless of the amount of his or her *pro rata* allocation. In no

event shall an Eligible Claimant be entitled to a Class Payment that exceeds the claimant's Class Payment Cap.

- 3.5 Claimants shall have the option to elect the method by which their payment is delivered. At a minimum, Claimants shall be able to elect to receive a paper check, an electronic payment (e.g., Venmo, Paypal), a credit card, or a store payment card. Claimants who make no election shall be paid by check in the distribution.

4. DISTRIBUTION OF UNSPENT FUNDS

- 4.1 If any distributable balance remains in the Altria Net Settlement Fund by reason of payments that have not been deposited six months after the start of the initial distribution or because of the limitations set forth in paragraph 3.3, then—subject to paragraph 3.4—that balance shall be redistributed as set forth in paragraph 3.4 among those Eligible Claimants who have received and deposited their initial payment and who would receive at least \$15.00 from the redistribution, after payment of any additional costs or fees incurred in administering the Altria Net Settlement Fund for the redistribution. In making such redistribution calculations, the Total Class Points shall be adjusted to include only the Points for Eligible Claimants that (1) have received and deposited their payment during the initial distribution and (2) would receive at least \$15.00 from the redistribution, after payment of any additional costs or fees incurred in administering the Altria Net Settlement Fund for the redistribution and (3) have not yet received a payment equal to or in excess of the Class Payment Cap. Points shall also be adjusted to ensure that no Eligible Claimant receives a redistribution that would cause such Claimant's total payments to exceed the claimant's Class Payment Cap. Settlement Class Members receiving a distribution pursuant to this Paragraph shall receive payment via the means elected for the initial payment (if an election was made). To minimize administrative costs, however, redistribution payments to Settlement Class Members who made no such election may be made by either the issuance of a credit card or a store payment card.

- 4.2 If six months after the redistribution any balance still remains in the Altria Net Settlement Fund as a result of (1) payments that have not been deposited, and Class Counsel has determined that a further redistribution of such balance to Settlement Class Members would be uneconomical or (2) all Eligible Claimants have received distributions in an amount equal to their Class Payment Cap, Class Counsel shall petition the Court to distribute the remaining funds to an appropriate recipient or recipients. There will be no disposition or *cy pres*-type distribution unless and until the Court finds that the parties have in good faith exhausted all reasonable efforts to distribute the Altria Net Settlement Fund to Settlement Class Members.

5. ADMINISTRATION

- 5.1 All determinations under this Plan of Allocation shall be made by the Class Settlement Administrator, subject to review by Class Counsel and approval by the Court.

- 5.2 The Class Settlement Administrator and the Parties and their counsel will have no liability to any person in connection with determinations and distributions made substantially in accordance with the terms of the Plan of Allocation.
- 5.3 After entry of the Final Approval Order and Judgment, Class Counsel will provide monthly status reports to the Court concerning the progress of the settlement administration process.

EXHIBIT 3



United States District Court for the Northern District of California

In re JUUL Labs, Inc. Marketing, Sales Practices, and Products Liability Litigation

Case No. 19-md-02913-WHO

Class Action Notice

Authorized by the U.S. District Court

Did you buy a JUUL product before December 7, 2022?

A class action Lawsuit and a Settlement of that Lawsuit could affect your rights.

You may be eligible to receive a payment from this and other Settlements of the Lawsuit totaling \$300 million

Your options:

- 1. Make a claim if you have not already. Get a payment.**
- 2. Do nothing.** *You will be bound by the Settlement and the Lawsuit and, unless you already submitted a claim, will get no payment from it.*
- 3. Opt out of the Settlement.**
- 4. Object to the Settlement.**

You are not being sued.

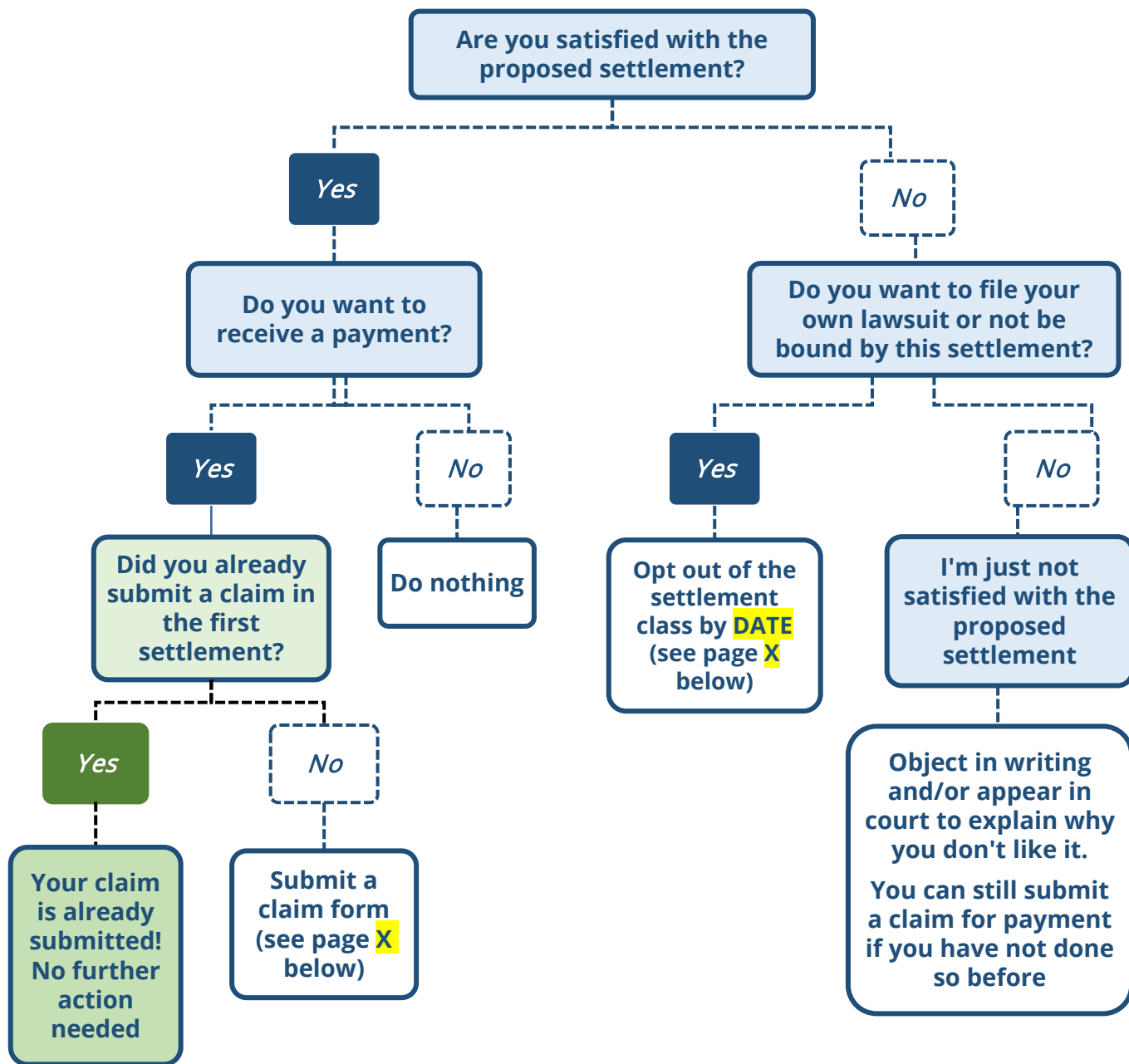
This notice explains the Lawsuit, the Settlement, and your legal rights and options.

Please read entire notice carefully.

Another part of this case settled earlier this year. You need to make decisions about this second, new settlement that resolves the rest of the court case. If you already submitted a claim for payment from the first settlement and you want to receive a payment from this settlement, you do not need to submit your claim again.

To make the best decisions for you, read on.

THE \$45 MILLION SETTLEMENT WITH ALTRIA



Important things to know:

- You must file a claim to receive money from the Settlement.
- You only need to file one claim to receive payment from the two Settlements in this case. If you already submitted a claim for the first Settlement, you do not need to submit anything further to receive payment from the new settlement.
- If you do nothing, you will still be bound by the Settlement and the Lawsuit, and your rights will be affected.
- If you want to opt out or object, you must do so by **MONTH XX, 2023**
- You can learn more at: www.JUULclassaction.com

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Key Information

What is happening in this lawsuit?

A group of people filed a class action lawsuit against JUUL Labs, Inc., related individuals, and Altria. These plaintiffs claimed that Altria was a part of an enterprise that misled consumers concerning JUUL products' addictiveness and safety, causing them to pay more than they would have had accurate information been provided. They allege that the enterprise that Altria was a part of unlawfully marketed to minors. Altria denies these allegations.

In a settlement announced in December 2022, JUUL Labs, on behalf of itself, its directors and officers, and other entities (collectively referred to as JUUL), agreed to pay \$255 million to settle claims against it. Now, the remaining defendants—Altria and related companies—have agreed to pay an additional \$45 million to settle the remaining claims in the case.

The group of people who both JUUL and Altria have agreed to pay is called the Settlement Class and it includes everyone who purchased JUUL products from retail stores or online retailers or from JUUL directly before December 7, 2022. If you are in this group and want to get paid, you must file a claim. If you already submitted a claim as part of the first settlement involving JUUL, you do not need to submit anything further to receive payment from the new settlement involving Altria. If you have not submitted a claim previously you can do so by returning a claim form to the Settlement Administrator (see below) or by making a claim at www.JUULclassaction.com

What is a class action lawsuit?

A class action is a lawsuit in which one or more people sue on behalf of a larger group, called the Class.

What are my options?

Make a Claim to Get Paid from the Settlement

To receive a payment from the Altria Settlement, you must make a claim.

You only need to file one claim to receive payment from the settlements in the Lawsuit. If you already submitted a claim for the first settlement, you DO NOT need to submit anything further to receive payment from the new settlement.

If you have not previously submitted a claim, you can do so on this website.

[ONLINE: Click [here](#) to make a claim. / PAPER: You can return a claim form by mail or make a claim at www.JUULclassaction.com.]

If you bought directly from JUUL's website and have not previously submitted a claim, you should have received an email or postcard indicating the purchase amount on record for you that includes a claim code that is specific to you. [You can use your claim code to pick a payment method [here](#). / You can return the postcard or make a claim online at www.JUULclassaction.com]

Do Nothing	If you do nothing, you will remain in the Settlement Class and be bound by the Settlement. If you did not submit a claim before and do not submit one now, you will not get any money from the Settlement. Read below for more details about the types of claims covered by the Lawsuit.
Opt Out of the Settlement	<p>You can opt out of the Settlement Class (also known as excluding yourself) if you want to sue Altria for claims similar to this case. If you previously opted out of the first settlement and you also wish to opt out of this new settlement, you must submit a new opt out form.</p> <p>If you opt out of the Settlement Class, you will retain your right to sue Altria but you will not be eligible to receive any money from the Altria Settlement (though you can still recover money from the JUUL Settlement if you submitted a claim).</p> <p>More detail on opting yourself out can be found [below / on page XX].</p> <p>If you are considering bringing a separate claim against Altria, you should consult your own attorney who can advise you about any deadlines to file your claim.</p> <p>The deadline to opt out is: MONTH XX, 2023.</p>
Opt Back Into the Settlement	If you opted out of the JUUL Settlement in this case, you have the opportunity to opt back in now that the rest of the lawsuit has settled. If you wish to opt back into the JUUL Settlement, you must notify the Settlement Administrator in writing using the contact information [below / on page XX] .
Object to the Settlement	<p>If you are a member of the Settlement Class and do not opt out of the Altria Settlement, you can object to the Altria Settlement if you do not like any part of it.</p> <p>More detail on objecting to the Altria Settlement can be found [below / on page XX].</p> <p>The deadline to object is: MONTH XX, 2023</p>

What are the most important dates?

The deadline to make a claim for a settlement payment is **MONTH XX, 2023**.

The deadline to opt out of the Settlement Class is **MONTH XX, 2023**.

The deadline to object to the Settlement is **MONTH XX, 2023**.

Learning About the Lawsuit

What is this Lawsuit about?

The Lawsuit alleges that Plaintiffs paid more for JUUL products than they otherwise would have paid if accurate information concerning the products' addictiveness and safety had been provided, and that JUUL products were unlawfully marketed to minors.

Plaintiffs also allege that JLI was an enterprise conducted by the individual defendants throughout the time JUUL has been sold, and by Altria for a portion of that time. Plaintiffs allege that the enterprise misled consumers concerning JUUL products' addictiveness and safety, and that the enterprise that Altria was a part of unlawfully marketed to minors.

A copy of the Complaint is available [here](#) / at www.JUULclassaction.com.

Altria denies these allegations and asserts that it did not violate any law.

The court has not decided whether Altria violated any laws. This notice is not an opinion by the court about whether the Plaintiffs or Defendants are right.

Where can I learn more?

You can get a complete copy of the Plaintiffs' complaint, the Settlement Agreement, and the Court's class certification order by visiting:

www.JUULclassaction.com

Why is there a Settlement?

Following the first settlement with JLI, the remaining defendant, Altria, and Plaintiffs agreed to the Altria Settlement to enable class members to receive money and avoid the costs and risks of trial against Altria. As a result of the Altria Settlement, members of the Settlement Class who submit valid claims (or did so previously) will get money payments without undue delay. Plaintiffs and their lawyers think the Altria Settlement is best for all members of the Settlement Class.

Which Defendants are in the first settlement and which ones are in the new one?

The first settlement, announced in December 2022, will release claims against JLI, its officers and directors, manufacturers of JUUL products, sellers of JUUL products, and other persons and entities identified in the first Settlement Agreement (and on the Settlement website).

This second settlement will release claims against Altria and its related entities, including Altria Group, Inc., Altria Client Services LLC, Altria Enterprises, LLC, Altria Group Distribution Company, Philip Morris USA, Inc. This new settlement includes all the remaining defendants in the lawsuit and will resolve the case completely.

What does it mean to “release” a claim?

If a claim is released, it is forever resolved and cannot be the basis for a new lawsuit.

What happens next in this Lawsuit?

If the Altria Settlement is approved by the Court, members of the Settlement Class who have submitted claims will be paid, and all claims of Settlement Class members against Altria will be dismissed.

What effect does this case have on personal injury claims?

The Settlement Class alleges **economic** injury to JUUL purchasers—that they were misled by JUUL and paid more for JUUL products than they otherwise would have, or that JUUL products would not have been purchased if they had not been marketed to minors.

The Settlement Class does not allege **personal** injury—the damage to health or welfare suffered by individuals who used JUUL products. If you have asserted personal injury claims, you may be eligible to recover as part of separate settlements that have been reached to resolve the personal injury claims in the Lawsuit. Deadlines and other important information regarding those separate settlements are included in the court’s order [\[here / on www.JUULclassaction.com\]](#). Contact your lawyer with any questions.

You should consult with your own lawyer soon about any personal injury claims you may have because you may have missed the deadline for bringing a lawsuit for your personal injuries.

Important Facts About How The Settlement Might Affect You

How do I know if I am a member of the Settlement Class?

The Settlement Class includes all individuals who purchased, in the United States, a JUUL product from a brick and mortar or online retailer before December 7, 2022.

If you are in this group, you are a member of the Settlement Class and you must make a claim in order to receive a payment.

A “brick and mortar” retailer is a physical store in which you bought products in-person.

Note: You are not a member of the Settlement Class if:

- You purchased the JUUL product(s) **only from** another person who is not a retailer; or
- You are a Defendant, one of their employees, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies; or
- You are a judicial officer assigned to this case or a member of their immediate family, or associated court staff; or
- You timely and properly opt out of the Settlement Class.

What products are at issue in the Settlements?

The products included in the Settlements are any product designed, manufactured, produced, advertised, marketed, distributed, or sold by JUUL, or under the logo of JUUL, including “JUUL”-branded pods or devices. If you bought these products before December 7, 2022, you are in the Settlement Class.

What if I’m still not sure if I’m included in the Settlement Class?

If you are not sure whether you are included in the Settlement Class, you may call (877) 283-0507 or email [XX](#). Please do *not* contact Defendants or the Court.

What are the benefits of the Settlements?

The two settlements total over \$300,000,000. In the first settlement, JUUL has agreed to pay \$255,000,000 to settle the claims of the Settlement Class. In the second settlement, Altria has agreed to pay an additional \$45,531,250 to settle the remaining claims of the Settlement Class. Class members who submit a claim will be eligible to get paid from both Settlements after payment for the lawyers' fees and the case expenses described [below / on page XX](#).

Your Options as a Settlement Class Member

What are my Options if I am a Settlement Class Member?

You have three options as a member of the Settlement Class. You can (1) file a claim to get paid from the Settlements (you do not need to file a new claim if you have already filed a claim), (2) do nothing and remain in the Settlement Class, or (3) opt out of the Settlement Class and retain your right to sue Altria. If you do nothing and have not previously submitted a claim, you will not receive a payment. You can also object to any part of the Settlement that you do not like, as long as you don't opt out of the Settlement Class.

Do I need to do anything to get paid?

YES. To get paid from the Settlements, you *MUST* submit a claim. You only need to file one claim to receive payment from the two Settlements in this case. If you already submitted a claim for the first settlement, you do not need to submit anything further to receive payment from the Altria settlement.

The deadline to make a claim for a settlement payment is **MONTH XX, 2023**.

How do I submit a claim?

[\[Click here to make a claim. / You can make a claim at www.JUULclassaction.com.\]](#) If you received an email or postcard about the Settlements, you can click the link in the email to make a claim or return the postcard. You can also obtain a paper claim form by contacting the Settlement Administrator at the address, phone number, or email [below / on page XX](#).

Claims submitted by third party filers will not be accepted.

The deadline to make a claim for a settlement payment is **MONTH XX, 2023**.

How much will my payment be?

Each claim will be based on how much each claimant spent on JUUL products compared to other Settlement Class members. How much each claimant will receive is unknown at this time because it depends on how many claims are submitted. More information about how payments will be calculated can be found in the [Plan of Allocation](#) [available [at www.JUULclassaction.com](http://www.JUULclassaction.com)].

What do I give up by making a Settlement claim?

If the Altria Settlement becomes final, you will be releasing Altria from all the claims identified in the Settlement Agreement. This means that you will not be able to start another lawsuit, continue another lawsuit, or be part of any other lawsuit against Altria seeking economic damages for JUUL product purchases during the class period, except as to claims asserted in *In re Juul Labs, Inc. Antitrust Litigation*, Case No. 3:20-cv-02345-WHO.

The Altria Settlement Agreement is available [\[here / at www.JUULclassaction.com\]](#). The Altria Settlement Agreement describes the released claims.

What are the consequences of doing nothing?

If you do nothing and remain in the Settlement Class, then you will be bound by the Settlement. If you did not submit a claim before and do not submit one now, you won't get any money from the Altria Settlement. You will not be able to start another lawsuit, continue another lawsuit, or be part of any other lawsuit against Altria seeking economic damages for JUUL product purchases during the class period, except as to claims asserted in *In re Juul Labs, Inc. Antitrust Litigation*, Case No. 3:20-cv-02345-WHO.

What if I don't want to be a part of the Settlement Class?

You can opt out of the Settlement Class for purposes of the Altria Settlement. If you do so, you will retain your right to sue or continue to sue Altria and you will not be eligible to get paid from the Altria Settlement.

If you already opted out of the first settlement and you also want to opt out of the Altria settlement, you need to submit another opt out form.

Information about how to opt out of the Settlement Class is [\[below / on page XX\]](#).

How do I submit an objection to the Settlement?

If you are a member of the Settlement Class and you did not request to opt yourself out of the Settlement Class for purposes of the Altria Settlement, you may object to any aspect of the Settlement, including the fairness of the Settlement, the Plan of Allocation, and/or Class Counsel's requests for attorneys' fees and expenses.

If the Court denies approval of the Altria Settlement, none of the money in the Altria Settlement will be paid to class members and the Lawsuit will continue against Altria. If the Court rejects your objection, you will still be bound by the Altria Settlement.

To object to the Altria Settlement, you (or your lawyer if you have one) must submit a written objection to the Court and send the objection to the Settlement Administrator at the addresses [\[below / on page XX\]](#). You must submit your objection on or before **DATE**. Your objection can include any supporting materials, papers, or briefs that you want the Court to consider. Your objection must include:

- Your full name, address, telephone number, and, if available, email address;
- The case name and number: *In re JUUL Labs, Inc. Marketing, Sales Practices, and Products Liability Litigation*, No. 19-md-02913-WHO (N.D. Cal.);
- Documentation demonstrating that you are a member of the Class and/or this statement, followed by your signature: "I declare under penalty of perjury under the laws of the United States of America that [insert your name] is a member of the Class.";
- A clear statement that you are objecting to the Altria Settlement;
- A written statement of all grounds for your objection, including any legal support for the objection, making sure to say whether your objection relates only to you, to part of the class, or the entire class;
- Copies of any papers, briefs, or other documents your objection is based on;
- The name, address, email address, and telephone number of every attorney representing you; and

- A statement saying whether you and/or your attorney intend to appear at the Final Approval Hearing and, if so, a list of all persons, if any, who will be called to testify in support of the objection.

You must submit your objection to the Court and to the Settlement Administrator by **DATE**.

Office of the Clerk of Court
U.S. District Court for the
Northern District of California
450 Golden Gate Avenue
San Francisco, CA 94012

In re JUUL Labs, Inc.
Settlement Administrator
P.O. BOX **XXXX**
CITY, ST **XXXXX-XXXX**
Email: **INSERT**

A fairness hearing will be held on **[Date and Time]**, subject to change by the Court. If you would like to attend the fairness hearing, please monitor the Settlement website for information on how to attend and for information regarding any change of time or date.

Is any part of the Lawsuit not included in the Settlement?

No. The first settlement with JUUL Labs and this new settlement with Altria include all the defendants in the case and all the claims brought by the Class. If both Settlements are approved, the Lawsuit will end.

Opting Out / Excluding Yourself

What are the consequences of excluding myself?

You have the right to opt yourself out of the Settlement Class—also known as “excluding yourself” from the Class. If you opt out so that you can start, or continue, your own lawsuit against Altria, you should talk to your own lawyer soon, because you may have missed the deadline to file a claim. You will be responsible for the cost of any services provided by your own lawyer.

This will be your only opportunity to opt out of the Settlement Class for the Altria Settlement. The deadline to opt out of the JUUL Settlement has passed.

What happens if I opt out of the Settlement Class?

If you opt out of the Settlement Class for the Altria Settlement, you will not be eligible to receive payment from the Altria Settlement. You may be able to file a lawsuit against (or continue to sue) Altria about the legal claims brought on behalf of the Settlement Class.

If you opt out of the Settlement Class but participate in the personal injury settlement, your ability to bring claims against Altria may be impacted. You should speak with your own lawyer about how participating in the personal injury settlement may impact your rights even if you opt out of the class action Settlement.

How do I opt out?

You can opt out of the Settlement Class with respect to the Altria Settlement by going to www.JUULclassaction.com and filling out the online form, or by sending a letter via first class U.S. mail saying that you want to opt out of the Altria Settlement in *In re JUUL Labs, Inc. Marketing, Sales Practices, and Products Liability Litigation*, No. 19-md-02913-WHO (N.D. Cal.) to the Settlement Administrator at the below address:

In re JUUL Labs, Inc.
Settlement Administrator
P.O. BOX XXXX
CITY, ST XXXXX-XXXX

Be sure to include your name, address, telephone number, and your signature. If you are under 18 years old and do not want your name included on the list of opt-outs filed with the Court, your letter must state that you are under 18.

If you wish to opt out of the Settlement Class, you must do so individually and separately; no consolidated or group opt-outs will be accepted.

To opt out, you must complete the online form opting out of any or all of the Classes by, or send your letter requesting exclusion postmarked no later than, **DATE**.

If I opted out of the JUUL Settlement, can I opt back in now?

If you opted out of the first Settlement in this case, you have the opportunity to opt back in now that the rest of the lawsuit has settled.

If you wish to opt back in, you must notify the Settlement Administrator by sending a letter via first class U.S. mail saying that you want to opt back into the

Settlements in *In re JUUL Labs, Inc. Marketing, Sales Practices, and Products Liability Litigation*, No. 19-md-02913-WHO (N.D. Cal.) to the below address:

In re JUUL Labs, Inc.
Settlement Administrator
P.O. BOX XXXX
CITY, ST XXXXX-XXXX

Your letter should include your name, address, telephone number, and your signature.

If you want to receive payment from both Settlements after opting back in, you must also submit a claim form, as described above.

The Lawyers Representing You

Do I have a lawyer in the case?

The Court has appointed Dena Sharp of Girard Sharp LLP to serve as Class Counsel for the Settlement Class.

Dena C. Sharp
GIRARD SHARP LLP
601 California Street, 14th Fl.
San Francisco, CA 94108
Telephone: (415) 981-4800

Ms. Sharp and the other lawyers listed below also serve as Co-Lead Counsel in the Lawsuit.

Sarah R. London
LIEFF CABRASER HEIMANN & BERNSTEIN
275 Battery Street, Fl. 29
San Francisco, CA 94111
Telephone: (415) 956-1000

Dean Kawamoto
KELLER ROHRBACK L.L.P.
1201 Third Ave., Ste. 3200
Seattle, WA 98101
Telephone: (206) 623-1900

Ellen Relkin
WEITZ & LUXENBERG
700 Broadway

New York, NY 10003
Telephone: (212) 558-5500

These lawyers do not represent you individually, only as a member of the Class. Class Counsel are experienced in handling similar cases against other companies.

Should I get my own lawyer?

You are not required to hire your own lawyer to submit a Settlement claim. Class Counsel are working on your behalf as a member of the Class. However, if you wish to do so, you may retain your own lawyer at your own expense. Your own lawyer may appear on your behalf in this Lawsuit.

How will the lawyers be paid?

The lawyers representing the Settlement Class will request an award from the Court for attorneys' fees not to exceed thirty percent (30%) of the \$45,531,250 Altria Settlement plus any accrued interest. Class Counsel will also seek reimbursement of costs and expenses (1) advanced in litigating the case not to exceed \$1,000,000 and (2) for providing notice and administering the settlement not to exceed \$4,500,000.

All awards for attorneys' fees and expenses are subject to Court approval and will be paid from the Settlement Fund only after the Court approves them.

Class counsel's motion for the payment of attorneys' fees and expenses will be available in the Important Documents page of the website by **DATE**.

Members of the Settlement Class will not individually have to pay any attorneys' fees or expenses in connection with the Lawsuit.

Key Resources

How do I get more information?

This notice contains a summary of the Lawsuit. More detailed information about the Lawsuit, copies of the Plaintiffs' complaint, the Court's order certifying the Classes, and other filings are available at www.JUULclassaction.com. Complete copies of public pleadings, Court rulings, and other filings are available for review and copying at the Office of the Clerk of Court, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94012 during normal business hours.

Additional information about the Lawsuit is available [on this website / at www.JUULclassaction.com] or you can call the Settlement Administrator toll-free at 1-855-298-0603 or by email at EMAIL.

You can also contact Class Counsel at the addresses listed below:

Case website	www.JUULclassaction.com				
Settlement Administrator	In re JUUL Labs, Inc. Settlement Administrator P.O. BOX XXXX CITY, ST XXXXX-XXXX				
Class Counsel and Co-Lead Counsel (Consumers' lawyers)	<table border="0"> <tr> <td>Dena C. Sharp GIRARD SHARP LLP 601 California Street, 14th Fl. San Francisco, CA 94108 Telephone: (415) 981-4800</td> <td>Dean Kawamoto KELLER ROHRBACK L.L.P. 1201 Third Ave., Ste. 3200 Seattle, WA 98101 Telephone: (206) 623-1900</td> </tr> <tr> <td>Sarah R. London LIEFF CABRASER HEIMANN & BERNSTEIN 275 Battery Street, Fl. 29 San Francisco, CA 94111 Telephone: (415) 956-1000</td> <td>Ellen Relkin WEITZ & LUXENBERG 700 Broadway New York, NY 10003 Telephone: (212) 558-5500</td> </tr> </table>	Dena C. Sharp GIRARD SHARP LLP 601 California Street, 14th Fl. San Francisco, CA 94108 Telephone: (415) 981-4800	Dean Kawamoto KELLER ROHRBACK L.L.P. 1201 Third Ave., Ste. 3200 Seattle, WA 98101 Telephone: (206) 623-1900	Sarah R. London LIEFF CABRASER HEIMANN & BERNSTEIN 275 Battery Street, Fl. 29 San Francisco, CA 94111 Telephone: (415) 956-1000	Ellen Relkin WEITZ & LUXENBERG 700 Broadway New York, NY 10003 Telephone: (212) 558-5500
Dena C. Sharp GIRARD SHARP LLP 601 California Street, 14th Fl. San Francisco, CA 94108 Telephone: (415) 981-4800	Dean Kawamoto KELLER ROHRBACK L.L.P. 1201 Third Ave., Ste. 3200 Seattle, WA 98101 Telephone: (206) 623-1900				
Sarah R. London LIEFF CABRASER HEIMANN & BERNSTEIN 275 Battery Street, Fl. 29 San Francisco, CA 94111 Telephone: (415) 956-1000	Ellen Relkin WEITZ & LUXENBERG 700 Broadway New York, NY 10003 Telephone: (212) 558-5500				
Court (DO NOT CONTACT)	Office of the Clerk of Court United States District Court for the Northern District of California 450 Golden Gate Avenue San Francisco, CA 94012				

Developed from the Impact Fund Class Action Template ©Impact Fund 2022

EXHIBIT 4

In re JUUL Labs, Inc.
Notice Administrator
P.O. Box 5730
Portland, OR 97228-5730

**Court-Approved
Legal Notice**



*This is an Important Notice
about a Class Action Lawsuit*

*Si desea recibir esta notificación en
español, llámenos 1-XXX-XXX-XXXX
o visite nuestra página web
www.JUULclassaction.com.*

<<MAIL ID>>

<<NAME 1>>

<<NAME 2>>

<<ADDRESS LINE 1>>

<<ADDRESS LINE 2>>

<<ADDRESS LINE 3>>

<<ADDRESS LINE 4>>

<<ADDRESS LINE 5>>

<<CITY, STATE ZIP>>

<<COUNTRY>>

<<UniqueID>>

<<MailID>>

ALTRIA SETTLEMENT CLAIM FORM

Our records show that you purchased <<\$XXXX>> worth of JUUL products from JUUL’s online store during the class period. Please refer to the Plan of Allocation, available at www.JUULclassaction.com, for more information about how your settlement payment will be calculated. If you’d like your settlement payment to be calculated based on this purchase amount, you can submit your claim now by signing and returning this form. Your settlement payment will be sent to you via check at your address. If you’d like to submit your claim online, add JUUL products you purchased from other retailers, and/or elect to receive an electronic payment, scan your personalized QR code found on this postcard or go to www.JUULclassaction.com. If you submitted a claim in connection with the prior settlement with JUUL Labs, you do not need to submit another claim.

AFFIRMATION (required): By signing below, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that I believe I am a Settlement Class Member entitled to the relief requested by submitting this Claim Form.

Signature:

Date:



United States District Court
JUUL Labs, Inc. Marketing & Sales Practices Litigation
Case No. 19-md-02913-WHO

Class Action and Settlement Notice

Authorized by the U.S. District Court

You have been identified as a member of a class action Lawsuit that could affect your rights.

You are eligible to receive a payment from a Settlement of part of that Lawsuit.

JUUL's records indicate you made <<\$XXX>> worth of JUUL purchases during the class period.

Go to www.JUULclassaction.com to learn about your rights and deadlines.



To receive your money you must file a claim and elect a payment method by either returning the form attached to this postcard or at www.JUULclassaction.com.

If you believe you made more purchases than shown in JUUL's records, you can make a claim for additional purchases at the website.

Settlement payments may be less than purchase amounts and will be determined by the formula in the Plan of Allocation.



If you do nothing you will not receive a payment from the settlement, unless you submitted a claim for the prior settlement with JUUL Labs. If you do not exclude yourself, you will be bound by the settlement.

Full details about your rights and options, including the deadlines to exercise them, are available at www.JUULclassaction.com

What is this lawsuit about?

The Lawsuit alleges that Plaintiffs paid more for JUUL products than they otherwise would have paid if accurate information concerning the products' addictiveness and safety had been provided, and that certain Defendants unlawfully marketed to minors.

Contact information:

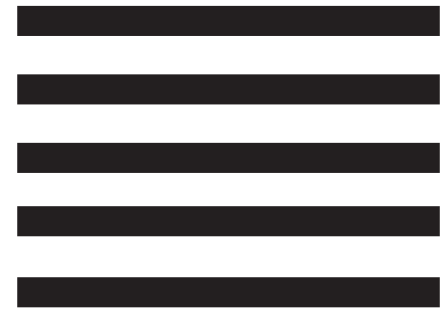
Website:
www.JUULclassaction.com
Call Toll-Free:
1-8XX-XXX-XXXX

Your personalized QR code.





NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 581 PORTLAND, OR

IN RE JUUL LABS, INC.
NOTICE ADMINISTRATOR
P.O. BOX 5730
PORTLAND, OR 97228-5730

DRAFT



EXHIBIT 5

Email Notice

To: <<Class Member Email>>
From: Notice Administrator <XXXXXXX@JUULclassaction.com>
Subject: Juul Class Action and Settlement Notice – Settlement With Remaining Defendant

This is a Court-Approved Legal Notice about a Class Action Lawsuit.

Si desea recibir esta notificación en español, llámenos 1-8XX-XXX-XXXX o visite nuestra página web www.JUULclassaction.com.

You have been identified as a member of a class action Lawsuit that could affect your rights.

You are eligible to **receive a payment** from a Settlement with Altria as part of that Lawsuit.

JUUL's records indicate you made <<\$XXXX>> worth of JUUL purchases during the class period.

This is the second and final settlement in the case. You received a notice earlier this year that the other defendants in this case, JUUL and related parties, agreed to settle. If you already submitted a claim for the first settlement, you DO NOT need to submit a new claim now to receive payment from the Altria settlement. If you have not already submitted a claim, you can submit one now to receive a payment from both settlements.

Go to www.JUULclassaction.com to learn about your rights and deadlines.

What is this lawsuit about?

The Lawsuit alleges that Plaintiffs paid more for JUUL products than they otherwise would have paid if accurate information concerning the products' addictiveness and safety had been provided, and that JUUL products were unlawfully marketed to minors. Plaintiffs entered this Settlement with all the remaining Defendants in the case.

How to Receive Payment.

To receive your money, you must file a claim and elect a payment method.

Our records show that you purchased <<\$XXXX>> worth of JUUL products from JUUL's online store during the class period. Please refer to the Plan of Allocation, available at www.JUULclassaction.com, for more information about how your settlement payment will be calculated.

If you'd like your settlement payment to be calculated based on this purchase amount, you can simply submit your claim now by clicking [<<INSERT PERSONALIZED URL>>](here).

If you believe you made more purchases than shown in JUUL's records, you can make a claim for additional purchases at the Settlement website. Settlement payments may be less than purchase amounts and will be determined by the formula in the Plan of Allocation.

If you submitted a claim for the first settlement with JUUL, you DO NOT need to submit a new claim now to receive payment from the Altria settlement.

If you did not submit a claim for the first settlement and you do nothing now, you will not receive a payment from either the JUUL Settlement or the Altria Settlement.

If you would like to be excluded from the Altria Settlement, you must follow the instructions on the Settlement website. If you do not exclude yourself from the Altria Settlement, you will be bound by the Altria Settlement.

Full details about your rights and options, including the deadlines to exercise them, are available at www.JUULclassaction.com.

Contact information:

Website: www.JUULclassaction.com

Call Toll-Free: 1-8XX-XXX-XXXX

EXHIBIT 6

Email Notice

To: <<Class Member Email>>

From: Notice Administrator <XXXXXXX@JUULclassaction.com>

Subject: Juul Class Action and Settlement Notice – Settlement With Remaining Defendant

This is a Court-Approved Legal Notice about a Class Action Lawsuit.

Si desea recibir esta notificación en español, llámenos 1-8XX-XXX-XXXX o visite nuestra página web www.JUULclassaction.com.

Our records indicate that you have identified yourself as a member of a class action Lawsuit regarding JUUL products by [submitting a claim for payment from / opting out of] the settlement with JUUL Labs, Inc. The remaining defendant in the case, Altria, has now agreed to settle all the remaining claims. That settlement may affect your rights.

You are eligible to **receive a payment** from a Settlement with Altria. If you already submitted a claim for the first settlement, you DO NOT need to submit a new claim now to receive payment from the Altria Settlement. You will receive one payment with funds from both settlements. If you opted out of the settlement with Juul, you can opt back in and submit a claim for payment from both settlements. Or if you wish to opt out of the Altria settlement as well, you must submit a second opt out form.

Full details about your rights and options, including the deadlines to exercise them, are available at www.JUULclassaction.com.

Contact information:

Website: www.JUULclassaction.com

Call Toll-Free: 1-8XX-XXX-XXXX

EXHIBIT 7

Case Name: JUUL Labs, Inc.
Toll Free: 1-855-604-1734
Launch Date: TBD

Greeting Message

Thank you for calling the information line for the JUUL marketing and products liability case.

To continue in English, please press 1.
For Spanish, please press 2.

The Lawsuit alleges that Plaintiffs paid more for JUUL products than they otherwise would have paid if accurate information concerning the products' addictiveness and safety had been provided, and that JUUL products were unlawfully marketed to minors.

You can get a complete copy of the Plaintiffs' Complaint, the Settlement Agreement, and the Court's class certification order online at www.JUULclassaction.com.

Main Menu

To speak to a representative, please press 0.
To hear more information in the form of frequently asked questions and answers, please press 1.
To request that a copy of the Claim Form be mailed to you, please press 2.
To request that a copy of the Long Form Notice be mailed to you, please press 3.
To replay this message, press the pound key.

Press 1 Message from Main Menu (FAQs) – (Maximum of 9 FAQs)

Please listen carefully to the following categories. You may make your selection at any time; press the star key to return to the main menu, or simply hang up to disconnect.

To hear more information about this Settlement, please press 1.

To learn whether any part of the lawsuit is not included in the Settlement, please press 2.

For information about who can participate in this Settlement, please press 3.

To learn about what benefits are available in the Settlement, please press 4.

To find out how you can obtain Settlement benefits and the deadline to receive these benefits, please press 5.

To find out how much your payment will be, please press 6.

To find out how to opt-out of the Settlement, please press 7.

To find out how to object to the Settlement, please press 8.

To learn if you have a lawyer in this case, please press 9.

To replay this message, press the pound key.

FAQ 1 (MORE INFORMATION ABOUT THIS SETTLEMENT)

Altria and Plaintiffs have agreed to the Settlement to enable class members to receive money and avoid the costs and risks of trial. As a result of the Settlement, members of the Settlement Class who submit valid claims will get money payments without undue delay. Plaintiffs and their lawyers



think the Settlement is best for all members of the Settlement Class. This settlement with Altria is in addition to the earlier settlement with JUUL.

For more information, please visit the Settlement website at www.JUULclassaction.com.

Subroutine

FAQ 2 (is any part of the lawsuit still ongoing?)

No, this settlement resolves all the remaining claims in this class action case. This settlement resolves the class's claims against Altria and its related entities, including Altria Group, Inc., Altria Client Services LLC, Altria Enterprises, LLC, Altria Group Distribution Company, and Philip Morris USA Inc., The settlement with Altria follows an earlier class action settlement with JUUL and related persons and entities. Between these two settlements, all the defendants in the case have settled and if the settlements are approved, the litigation will end.

For more information, please visit the Settlement website at www.JUULclassaction.com.

Subroutine

FAQ 3 (WHO CAN PARTICIPATE IN THE SETTLEMENT)

The Settlement Class includes all individuals who purchased, in the United States, a JUUL Product from a brick and mortar or online retailer before December 7, 2022.

If you are in this group, you are a member of the Settlement Class and you must make a claim to receive a payment unless you previously submitted a claim as part of the settlement with JUUL.

Please note that you are not a member of the Settlement Class if:

- You purchased the JUUL Product(s) only from another person who is not a retailer.
- You are a Defendant, one of their employees, officers, directors, legal representatives, heirs, successors and wholly or partly owned subsidiaries or affiliated companies; or
- You are a judicial officer assigned to this case or a member of their immediate family, or associated court staff; or
- You timely and properly opt out of the Settlement Class.

For more information, please visit the Settlement website at www.JUULclassaction.com.

Subroutine

FAQ 4 (WHAT BENEFITS ARE AVAILABLE IN THE SETTLEMENT)

Altria has agreed to pay \$45,531,250.00 to settle the claims of the Settlement Class. Class members who submit a claim will be eligible to get paid from that Settlement amount after payment for the lawyers' fees and the case expenses have been deducted.

This settlement is in addition to the earlier settlement with JUUL, and if you already submitted a claim in that settlement, you do not need to submit a new claim to receive payment from the Altria settlement. You will receive a single payment that includes your share from both settlements.

For more information, please visit the Settlement website at www.JUULclassaction.com.

Subroutine

FAQ 5 (HOW TO OBTAIN SETTLEMENT BENEFITS)



This settlement with Altria is in addition to the earlier settlement with JUUL. If you already submitted a claim for the earlier settlement with JUUL, you do not need to submit a new claim to receive payment from the Altria settlement. You will receive a single payment that includes your share from both settlements.

If you have not submitted a claim, you can do so online at www.JUULclassaction.com. If you received an email or postcard about the Lawsuit, you can click the link in the email to make a submit a claim or return the postcard. You can also obtain a paper claim form by going back to the main menu and selecting option 2 or by contacting the Settlement Administrator via email at info@JUULclassaction.com or writing in to

In re JUUL Labs, Inc. Settlement Administrator
PO Box 5730
Portland, OR 97228-5730

The deadline to make a claim for a settlement payment is **MONTH XX, 2023**.

For more information, please visit the Settlement website at www.JUULclassaction.com.

Subroutine

FAQ 6 (HOW MUCH WILL MY PAYMENT BE?)

Each claim will be based on how much each claimant spent on JUUL products compared to other Settlement Class members. How much each claimant will receive is unknown at this time because it depends on how many claims are submitted. More information about how payments will be calculated is available in the Plan of Allocation.

For more information, please visit the Settlement website at www.JUULclassaction.com.

Subroutine

FAQ 7 (How do I opt-out of the Settlement?)

You can opt out of the Settlement by going online to www.JUULclassaction.com and filling out the online form, or by sending a letter via first class U.S. mail saying that you want to opt out of the Altria settlement in In re JUUL Labs, Inc. Marketing, Sales Practices, and Products Liability Litigation, No. 19-md-02913-WHO (N.D. Cal.) to the Settlement Administrator at the following address:

In re JUUL Labs, Inc. Settlement Administrator
Exclusions
PO Box 5730
Portland, OR 97228-5730

Be sure to include your name, address, telephone number, and your signature. If you are under 18 years old and do not want your name included on the list of opt-outs filed with the Court, your letter must state that you are under 18.

You must do so individually and separately; no consolidated or group opt-outs will be accepted.

To opt out, you must complete the online form, or postmark your letter requesting exclusion, no later than **MONTH XX, 2023**.

Subroutine

FAQ 8 (How do I object to the Settlement?)



If you are a member of the Settlement Class and you did not request to opt yourself out of the Settlement Class, you may object to any aspect of the Altria Settlement.

To object to the Altria Settlement, you (or your lawyer if you have one) must submit a written objection to the Court and send the objection to the Settlement Administrator at the following address:

In re JUUL Labs, Inc. Settlement Administrator
Exclusions
PO Box 5730
Portland, OR 97228-5730

You must submit your objection on or before MONTH **XX**, 2023. Your objection can include any supporting materials, papers, or briefs that you want the Court to consider. To learn what your objection must include in order to be valid, please visit the Settlement website at www.JUULclassaction.com.

FAQ 9 (Do I have a lawyer in this case?)

The Court has appointed Dena Sharp of Girard Sharp LLP to serve as Class Counsel for the Settlement Class.

Dena C. Sharp
GIRARD SHARP LLP
601 California Street, 14th Fl.
San Francisco, CA 94108
Telephone: (415) 981-4800

Ms. Sharp and the following lawyers also serve as Co-Lead Counsel:

Sarah R. London
LIEFF CABRASER HEIMANN & BERNSTEIN
275 Battery Street, Fl. 29
San Francisco, CA 94111
Telephone: (415) 956-1000

Dean Kawamoto
KELLER ROHRBACK L.L.P.
1201 Third Ave., Ste. 3200
Seattle, WA 98101
Telephone: (206) 623-1900

Ellen Relkin
WEITZ & LUXENBERG
700 Broadway
New York, NY 10003
Telephone: (212) 558-5500

These lawyers do not represent you individually, only as a member of the Class. Class Counsel is experienced in handling similar cases against other companies.

For more information, please visit the Settlement website at www.JUULclassaction.com.

Subroutine



Subroutine

Press 2 or 3 Message from Main Menu (Request Forms)

Caller Phone Number Entry

Please enter the 10-digit telephone number associated with the address where you want your mailing sent.

Cell Phone Verification

If the number you just entered is a cell phone number please press 1 otherwise press 2.

Targus Look up

In order to ensure your privacy, we will only ask you to verify your street address number. Our telephone white pages directory shows your street address number as "xxxx". If this is the correct mailing address, please press "1" now. If this is incorrect, please press "2" now.

Address Confirmed Message

Thank you. Your request will be processed within 5 business days. Thank you for calling. Good-bye.

Address Not Confirmed—Name Voice Capture Message

To ensure that we are able to process your request, we will need to gather some information. After the tone, please slowly say and spell your first and last name followed by the pound key.

Address Not Confirmed—Address Voice Capture Message

After the tone, please say your complete mailing address including city, state and zip code, spelling any difficult words. When you are finished, please press the pound key.

Subroutine Message (This is altered based on whether the IVR has a main menu or live agent options)

To return to the main menu, please press the star key.
To hear these menu options again, please press the pound key.
Or simply hang up to disconnect.

2nd Invalid/No Entry Response Message (first invalid isn't a message, just a repeat of the menu)

I'm sorry; we were not able to complete your request. Thank you for calling. Good-bye.

EXHIBIT 8

In re JUUL Labs, Inc.
Class Action Settlement

JUUL WEBSITE PURCHASER CLAIM FORM

JUUL's records show that you spent \$**XX** purchasing products from the JUUL website during the class period.

To submit your claim based on the above JUUL website purchase amounts, please provide all information requested in Section I and click SUBMIT at the bottom of this page.

NOTE: If you already submitted a claim in the earlier settlement with Juul Labs, you DO NOT need to submit another claim form to receive payment from the Altria settlement.

First Name M.I. Last Name

Street Address

City State ZIP Code

Email Address @

(____)____-____
Phone Number

____/____/____
Date of Birth MM/DD/YEAR

Preferred Method of Receiving your Settlement Payment

PayPal Venmo ACH Mastercard Paper Check

[selection of one of the above will prompt the claimant to provide further details for payment processing]

If you do not make a selection, you will receive a Paper Check via mail to the address you provided.

If you wish to make an additional claim based on purchases of JUUL Products from retailers (other than the JUUL website), click HERE.

[the following information will appear only if the claimant clicks the HERE button above]

If you also purchased JUUL products from retailers, such as convenience stores or smoke shops, you

may also submit a claim for those Purchases. To submit a claim for those purchases in addition to your purchases from the JUUL website, you must complete this section.

Please provide the following information about your retail purchases of JUUL Products.

Month and Year you first purchased JUUL Products from a retailer other than the JUUL website:

_____/_____
MM / YY

Month and Year you last purchased JUUL Products from a retailer other than the JUUL website:

_____/_____
MM / YY

- Please provide the following information about the number of JUUL products you purchased **on average in a year** from a retailer **other than** the JUUL website.
- Provide only the number of products you purchased per year from a retailer **other than** the JUUL website. Do not provide the **total number** of JUUL products purchased in multiple years.
- Do not provide the dollar amount you spent on such Products. Please only provide yearly average **quantities** for each product you purchased from a retailer **other than** the JUUL website.

Product Type	<u>NUMBER</u> of Product Purchased <u>on Average</u> in a Year (<u>NOT</u> Dollars Spent) from a retailer <u>other than</u> the JUUL website.
JUUL Pods (4 pack)	
JUUL Pods (2 pack)	
Starter Kit (Device, USB Charger, 4 JUULpods)	
Starter Kit (Device, USB Charger, 2 JUULpods)	
Basic Kit / Device Kit (Device plus USB Charger)	
USB Charger	
Charging Case	

The quantities above will be used to determine your Retail Expenditure for retail purchases. If you prefer to submit your retail purchase claim based on proofs of purchase, you may leave the above fields blank and submit your documentation instead.

[If Applicable: Based on the amount of your retail purchases listed above, you are required to provide proofs of purchase for your retail purchases. To do so, click [HERE](#). If you do not provide proofs of

purchase, you will only receive a claim based on based on the maximum allowable amount of retail purchases (in addition to the amounts you purchased from the JUUL website, if any).]

Notice: All claims are subject to audit by the Claims Administrator. If your claim is subject to audit for any reason, the Claims Administrator will notify you at the email address provided above or, if you did not provide an email address, at the mailing address above. Failure to respond may result in your Claim being disallowed, in whole or in part.

To submit your claim, click below.

SUBMIT CLAIM

By submitting my claim, I declare under penalty of perjury under the laws of the United States of America that the information submitted on this Claim Form is true and correct, that I purchased the amount of JUUL listed in my Claim Form, and that I believe I am a Settlement Class Member entitled to the relief requested by submitting this Claim Form.

In re JUUL Labs, Inc.
Class Action Settlement

RETAIL PURCHASER CLAIM FORM

NOTE: If you already submitted a claim in the earlier settlement with Juul Labs, you DO NOT need to submit another claim form to receive payment from the Altria settlement.

Section I. Claimant Information (All Fields Required)

First Name M.I. Last Name

Street Address

City State ZIP Code

Email Address @

(____) _____ - _____
Phone Number

____/____/_____
Date of Birth MM/DD/YEAR

Section II. Retail Expenditure Information (All Fields Required)

Please provide the following information about your Purchases of JUUL Products.

Month and Year you first purchased JUUL Products:

____/_____
MM / YY

Month and Year you last purchased JUUL Products:

____/_____
MM / YY

- Please provide the following information about the number of JUUL products you purchased **on average in a year**.
- Provide only the number of products you purchased **per year**. Do not provide the total number of JUUL

products purchased in multiple years.

- Do not provide the dollar amount you spent on such Products. Please only provide yearly average **quantities** for each product you purchased.

Product Type	<u>NUMBER</u> of Products Purchased on Average in a Year (<u>NOT</u> Dollars Spent) from a retailer <u>other than</u> the JUUL website.
JUUL Pods (4 pack)	
JUUL Pods (2 pack)	
Starter Kit (Device, USB Charger, 4 JUULpods)	
Starter Kit (Device, USB Charger, 2 JUULpods)	
Basic Kit / Device Kit (Device plus USB Charger)	
USB Charger	
Charging Case	

The quantities above will be used to determine your Retail Expenditure using pricing data from JUUL. If you prefer to submit your claim based on proofs of purchase, you may leave the above fields blank and submit your documentation.

[If Applicable: Based on the amount of your retail purchases listed above, you are required to provide proofs of purchase for your retail purchases. To do so, click [HERE](#). If you do not provide proofs of purchase, you will only receive a claim based on the maximum allowable amount of retail purchases (in addition to the amounts you purchased from the JUUL website, if any).]

Preferred Method of Receiving your Settlement Payment

- Amazon
 PayPal
 Venmo
 ACH
 Mastercard
 Paper Check

[selection of one of the above will prompt the claimant to provide further details for payment processing]

If you do not make a selection, you will receive a Paper Check via mail to the address you provided.

Notice: All claims are subject to audit by the Settlement Administrator. If your claim is subject to audit for any reason, the Settlement Administrator will notify you at the email address provided above or, if you did not provide an email address, at the mailing address above. Failure to respond may result in your Claim being disallowed, in whole or in part.

To submit your claim, click below.

SUBMIT CLAIM

By submitting my claim, I declare under penalty of perjury under the laws of the United States of America that the information submitted on this Claim Form is true and correct, that I purchased the amount of JUUL listed in my Claim Form, and that I believe I am a Settlement Class Member entitled to the relief requested by submitting this Claim Form.

EXHIBIT 9

Juul Class Action Banner Advertisement

300 x 250 Online Display Banner

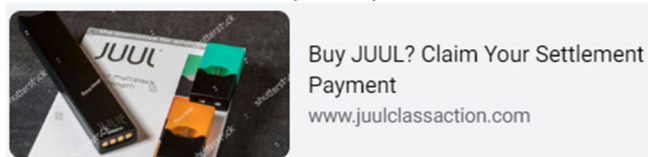
Frame 1 (on screen for 6 seconds):





Frame 2 (on screen for 6 seconds):




Facebook Right Hand Column Banner (Static)






Facebook Newsfeed Banner (Static)

 **Epiq**
Sponsored ·  ... ✕

Buy JUUL? Claim your Settlement Payment and Learn More about the Lawsuit.





www.juulclassaction.com
Juul Class Action Lawsuit
Epiq Class Action & Mass... Learn more

 Like  Comment  Share





Instagram Newsfeed Banner (Static)

Instagram

 **epiq.global**
Sponsored ...



Learn more >

epiq.global Buy JUUL? Claim your Settlement Payment and Learn More about the Lawsuit.

EXHIBIT 10

30-Second Video Script

If you purchased a JUUL Product, such as a JUUL device or JUUL pods, you may be eligible to receive a settlement payment from a class action settlement with Altria. The settlement provides for \$45 million dollars to be distributed to class members, in addition to the earlier settlement with Juul for \$255 million dollars. To make a claim for a payment and to learn more about your rights in the settlement, visit [www-dot- JUUL-Class-Action-dot-com](http://www-dot-JUUL-Class-Action-dot-com) or call 1-855-604-1734. That's www-dot-JUULClass-Action-dot-com or 1-855-604-1734.

15-Second Video Script

Did you purchase a JUUL device, JUUL pods, or both? If so, you may be entitled to a settlement payment. The settlement could affect your rights. To make a claim for a payment and to learn more, visit www-dot- JUUL-Class-Action-dot-com or call 1-855-604-1734.

EXHIBIT 11

A \$45 Million Settlement has been reached with Altria adding to the money available for those who bought a JUUL Product before December 7, 2022.

CITY, ST, MONTH DAY, 2023 /PR Newswire/ --

A class action lawsuit claims that Plaintiffs paid more for JUUL products than they otherwise would have paid if they had been given accurate information about JUUL products' addictiveness and safety, and that JUUL products were unlawfully marketed to minors.

Following the \$255 million settlement with JUUL Labs, Inc. and related individuals and entities, a \$45 million settlement with the remaining defendant, Altria, has been reached to resolve the class action litigation.

The group of people who Altria has agreed to pay is called the Settlement Class and it includes everyone who purchased JUUL products from brick and mortar or online retail stores or from JUUL directly before December 7, 2022. Those who are in this group and want to get paid must **file a claim**.

Class Members who previously submitted a claim in the earlier settlement with JUUL Labs do NOT need to submit a new claim for the Altria settlement to receive payment. Class Members will receive a single payment that includes their share from both settlements.

Millions of Emails and Mailed Notices have been sent and continue to be sent to identified Class Members with information about the Settlement. Recipients can click a link in the email or scan a QR code in the Mailed Notice or simply return the postage pre-paid, return postcard to file a claim. Those who do not receive an email or postcard about the Settlement can file a claim by visiting the website at www.JUULclassaction.com or obtain a paper claim form by contacting the Settlement Administrator at 1-8XX-XXX-XXXX.

Payments will be based on how much each claimant spent on JUUL products compared to other Settlement Class members. How much each claimant will receive is unknown at this time because it depends on how many claims are submitted. More information about how payments will be calculated is available in the Plan of Allocation at www.JUULclassaction.com.

In addition to filing a claim, class members may object to the Settlement. If they have not filed a claim, class members may request exclusion from the Settlement Class. Class members who do not exclude themselves may be bound by the Settlement, which may impact their rights. Full details about Class Member rights and options, including the deadlines to exercise them, are available at www.JUULclassaction.com. A full list of the products included in the Settlement and the ongoing litigation, as well as other important documents, are also available at www.JUULclassaction.com.

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Source: United States District Court for the Northern District of California
Media Contact(s): TBD

EXHIBIT 12

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE JUUL LABS, INC., MARKETING,
SALES PRACTICES, AND PRODUCTS
LIABILITY LITIGATION

CASE NO. 19-md-02913-WHO

This Document Relates to:
All Class Actions

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF ALTRIA CLASS ACTION
SETTLEMENT**

1 On July 26, 2023, Class Plaintiffs¹ entered into a settlement agreement to resolve
2 economic loss claims asserted against Defendant Altria Group, Inc. and the other Released Parties
3 (“Altria”) involving the manufacture, labeling, marketing, and sale of JUUL—an electronic
4 nicotine delivery system consisting of an electronic cigarette and a nicotine pack called a
5 JUULpod. Class Plaintiffs moved the Court for preliminary approval of the proposed class action
6 settlement, the terms and conditions of which are set forth in the Altria Class Settlement
7 Agreement. Dkt. X.

8 This settlement follows the December 2022 JLI Class Action Settlement, which this Court
9 preliminarily approved in January, Dkt. 3779. The Altria settlement will resolve the remaining
10 class action claims in this MDL.

11 The Court has read and considered the Motion for Preliminary Approval (“Motion”) and
12 all of the supporting documents, including the Altria Class Settlement Agreement and
13 attachments, the proposed Notice Plan, and the proposed Plan of Allocation. The Court finds that
14 there are sufficient grounds for the Court to direct notice of the Settlement to be disseminated to
15 the proposed Settlement Class, and authorize the steps needed to determine whether the Altria
16 Class Settlement Agreement should be finally approved and the economic-loss claims set forth in
17 the Released Claims against Altria and the other Released Parties (which do not include claims
18 asserted in *In re Juul Labs, Inc. Antitrust Litigation*, Case No. 3:20-cv-02345-WHO that arise
19 from alleged anticompetitive conduct) dismissed.

20 Accordingly, it is **HEREBY ORDERED** that:

21 **Settlement Approval**

22 1. The proposed Altria Class Settlement Agreement is preliminarily approved as likely
23 to be finally approved under Federal Rule of Civil Procedure 23(e)(2) and as meriting notice to the
24 Settlement Class for its consideration. This determination is not a final finding that the Settlement
25 or Plan of Allocation are fair, reasonable, and adequate, but it is a determination that good cause
26

27 ¹ The capitalized terms used in this Order shall have the same meaning as defined in the Altria
28 Class Settlement Agreement and Plan of Allocation except as otherwise noted.

1 exists to disseminate notice to Settlement Class Members in accordance with the Notice Plan and
2 to hold a hearing on final approval of the proposed Settlement and Plan of Allocation.

3 2. Considering the factors set forth in Rule 23(e)(2), the Court preliminarily finds as
4 follows:

- 5 a. Class Plaintiffs and Class Counsel have adequately represented the Class.
- 6 b. The Altria Class Settlement Agreement was negotiated at arm's length with the
7 assistance of Thomas J. Perrelli, a well-respected and experienced private
8 mediator, appointed by this Court.
- 9 c. The monetary relief provided to the Settlement Class is adequate given the risks,
10 delay, and uncertainty of continued litigation and trial, the effectiveness of the
11 proposed method of distributing relief to the class, the terms of the proposed
12 award of attorney's fees, and any agreement required to be identified under Rule
13 23(e)(3).
- 14 d. The Altria Class Settlement Agreement and Plan of Allocation treat all Class
15 Members equitably relative to each other.
- 16 e. The scope of the Released Claims is consistent with the economic loss claims
17 pled in the class action complaint, and specifically excludes from the Released
18 Claims any personal injury claims and the claims asserted in *In re Juul Labs,*
19 *Inc. Antitrust Litigation*, Case No. 3:20-cv-02345-WHO that arise from alleged
20 anticompetitive conduct.

21 **Class Certification**

22 3. Based upon the Motion and other submissions of the Parties, the Court finds that the
23 Settlement Class is likely to be certified for settlement purposes only. The Settlement Class is
24 defined as: "All individuals who purchased, in the United States, a JUUL product from brick and
25 mortar or online retailers before December 6, 2022."² Excluded from the Settlement Class are: (a)
26 the judges in this case, and any other judges that may preside (or have presided) over the

27 ² The Settlement Class here is identical to the Settlement Class in the JLI Class Action Settlement,
28 which this Court previously considered and preliminarily approved. *See* Dkt. 3779.

1 Litigation, including the coordinated proceeding captioned *JUUL Labs Product Cases*, Judicial
2 Counsel Coordination Proceeding No. 5052, pending in the Superior Court of California, County
3 of Los Angeles, Department 11, Settlement Master Thomas J. Perrelli, and their staff, and
4 immediate family members; (b) Altria and any other named defendant in the litigation; (c)
5 officers, directors, employees, legal representatives, heirs, successors, or wholly or partly owned
6 subsidiaries or affiliated companies of Altria and any other named defendant in the litigation; (d)
7 Class Counsel and their employees; (e) all purchases for purposes of resale or distribution; and (f)
8 all individuals who timely and properly exclude themselves from the Settlement Class.

9 4. The Court previously certified a nationwide litigation class for claims under the
10 federal Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1962) (“RICO”). The
11 Court finds, for the reasons stated in the Motion, that the Settlement Class largely overlaps with
12 the one previously certified by the Court and that, for settlement purposes only, there is a sound
13 basis for expanding the scope of the previously certified classes to encompass all the Settlement
14 Class Released Claims against Altria and the other Released Parties. Although the Settlement
15 Class includes JUUL products not included within the certified litigation classes, the common
16 questions that drove the certification of the litigation classes would likewise be the focal points of
17 certification with respect to the additional products, *i.e.* the existence of a RICO enterprise.

18 5. The Court preliminarily finds that as follows, for purposes of Settlement only:

19 a. Members of the Settlement Class are so numerous as to make joinder
20 impracticable. JLI’s direct sales data, which covers only a portion of the Settlement Class,
21 contains over two million unique names, meaning that the proposed Settlement Class contains
22 millions of members.

23 b. There are questions of law and fact common to the Settlement Class. The
24 litigation will focus on Defendants’ conduct, its capacity to deceive, the existence of a RICO
25 enterprise, the existence of a pattern of racketeering, the existence of a scheme to defraud, and the
26 appropriate measure of aggregate damages.

27 c. Common questions predominate over any questions affecting only individual
28 Settlement Class Members for purposes of the Settlement because the Defendants’ conduct will

1 drive the litigation. That is particularly true in the settlement context. As the Ninth Circuit has
2 held, “predominance is easier to satisfy in the settlement context.” *Jabbari v. Farmer*, 965 F.3d
3 1001, 1006 (9th Cir. 2020); *see also Sullivan v. DB Inv., Inc.*, 667 F.3d 273, 304 n. 29 (3d Cir.
4 2011) (en banc) (courts are “more inclined to find the predominance test met in the settlement
5 context”) (internal quotation marks and alteration omitted). That is because “[s]ettlement may
6 ‘obviate the need to litigate individual issues that would make a trial unmanageable,’ making
7 common questions more important in the relative analysis.” *Jabbari*, 965 F.3d at 1005-06
8 (quoting *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 558 (9th Cir. 2019)). “When ‘one
9 or more of the central issues in the action are common to the class and can be said to predominate,
10 the action may be considered proper under Rule 23(b)(3) even though other important matters will
11 have to be tried separately, such as . . . some affirmative defenses peculiar to some individual class
12 members.’” *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453-54 (2016) (quoting 7AA C.
13 Wright, A. Miller & M. Kane, *Federal Practice and Procedure* § 1778, at 123–24 (3d ed. 2005)).
14 Common questions—including the existence of the RICO enterprise and Altria’s involvement in
15 that enterprise—will drive the resolution of the class claims.

16 d. Class Plaintiffs’ claims and the defenses thereto are typical of the claims of
17 the Settlement Class Members and the attendant defenses for purposes of the Settlement. Class
18 Plaintiffs allege that Defendants misled JUUL purchasers, engaged in a fraudulent scheme to
19 enhance JUUL sales, and engaged in unfair conduct to market JUUL products to minors. Those
20 theories of liability and injury are the same for Class Plaintiffs and members of the Settlement
21 Class.

22 e. Class Plaintiffs and their counsel have fairly and adequately protected the
23 interests of the Settlement Class Members in this action with respect to the Settlement, and will
24 continue to do so. Each Class Plaintiff has the same goal as members of the proposed Settlement
25 Class (*i.e.*, holding Defendants accountable for their alleged deceptive and youth-focused
26 marketing). Class Plaintiffs’ interests are aligned with, and not in conflict with, those of
27 Settlement Class members. The record reflects that each Class Plaintiff has dedicated substantial
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1 time and effort to this litigation by working with their counsel; reviewing pleadings; responding to
2 discovery; searching for, collecting, and producing documents; and preparing to sit for
3 depositions, among other things.

4 f. A class action is superior to all other available methods for fairly and
5 efficiently resolving this action. While individuals with personal injury claims may be motivated
6 to file individual personal injury suits, the same is not true with respect to claims for economic
7 losses. In fact, plaintiffs sought to litigate their economic loss claims as class actions instead of
8 through their separate personal injury complaints. Given the substantial overlap among all class
9 members' claims, it is highly desirable to concentrate economic loss claims in a single proceeding.

10 6. In its order preliminarily approving the JLI Class Action Settlement, the Court
11 appointed Dena Sharp of Girard Sharp LLP as Settlement Class Counsel. Dkt. 3779. The Court
12 finds, for the reasons stated in the Motion, that Class Plaintiffs and Class Counsel should represent
13 the Altria Settlement Class as well.

14 Settlement Administration

15 7. The Court appoints and designates Epiq Systems, Inc. as the Settlement
16 Administrator.

17 8. The Court approves the proposed Notice Plan, including the form, method, and
18 content of the proposed notices, as well as the proposed claim form. The claim form and the
19 notices are written in plain language, are easy to comprehend, and comply with the requirements
20 of the Due Process Clause of the United States Constitution, Rule 23, and any other applicable
21 law. The Court finds that, given the nationwide scope of the litigation and extensive notice being
22 provided, notice via publication in a California newspaper under the CLRA is not required in this
23 case.

24 9. Responsibility regarding Settlement Administration, including implementing the
25 Notice Plan, processing of claim forms, making payments under the Plan of Allocation, and any
26 other related tasks assigned to the Settlement Administrator under the Altria Class Settlement
27 Agreement or as this Court may order, shall be performed by the Settlement Administrator,
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1 subject to the oversight of Class Counsel and this Court as described in the Altria Class Settlement
2 Agreement. No distributions shall be made from the settlement fund, or any account holding the
3 settlement fund, absent the express authorization of Class Counsel.

4 10. The settlement fund shall be maintained as a “qualified settlement fund” within the
5 meaning of Treasury Regulation Section 1.468B-1. The settlement fund shall remain subject to the
6 continuing jurisdiction of the Court.

7 11. The Court authorizes the payment of up to \$2,500,000.00 from the Initial Class
8 Settlement Administration Payment for notice and settlement administration costs prior to entry of
9 Final Approval. The Settlement Administrator shall, on a weekly basis, provide Class Counsel
10 with (1) billing records and (2) reports containing statistics concerning the delivery of notice, the
11 submission of claims, and class member outreach (*e.g.* the number of calls to the toll-free
12 website). The records and reports shall provide information as of the week prior to the report.
13 Class Counsel shall review the billing records and reports within three days of receipt. Before
14 engaging in any work that would result in costs exceeding \$10,000, regardless of whether such
15 costs fall within the general scope of the previously-authorized work, the Settlement
16 Administrator shall obtain the express written consent of Class Counsel. Class Counsel and the
17 Settlement Administrator shall, based on the information provided by the Settlement
18 Administrator concerning the effectiveness of initial notice efforts, confer regarding the need for
19 and type of reminder notices.

20 12. Prior to any payments being made for notice and settlement administration costs and
21 for trust administration costs, Class Counsel shall review the billing records and payments shall
22 only be made as reimbursement for costs that were previously authorized and already incurred.

23 13. Pursuant to Rule 23(e)(2) and 28 U.S.C. § 1715(d), a Final Approval Hearing shall
24 be held on the date set forth below, before the undersigned at the Phillip Burton Federal Building
25 and U.S. Courthouse, Courtroom 2, 17th Floor, 450 Golden Gate Ave, San Francisco, CA 94102,
26 for the purpose of finally determining whether (a) the Settlement Class should be certified for
27 settlement purposes under Federal Rule of Civil Procedure 23(a) and (b)(3); (b) the Altria Class
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1 Settlement Agreement and Plan of Allocation should receive final approval as fair, reasonable,
2 adequate, and in the best interests of the Settlement Class in light of any objections presented by
3 Settlement Class Members and the Parties' responses to any such objections; (c) the application of
4 Class Counsel for the payment of attorneys' fees and expenses is reasonable and should be
5 approved, and (d) the Court should enter final judgment and dismissing Settlement Class
6 Members' claims, as provided in the Altria Class Settlement Agreement. The Final Approval
7 Hearing may be postponed, adjourned, or continued by further order of this Court.

8 14. The Settlement Administrator shall provide a declaration attesting to its compliance
9 with the obligations set forth herein and the terms of the Notice Plan by the deadline set forth
10 below.

11 15. Each Settlement Class Member who wishes to be excluded from the Settlement
12 Class must submit to the Settlement Administrator a written statement requesting exclusion from
13 the Settlement. For clarity and to ensure the class members have full flexibility in exercising their
14 rights, individuals who previously opted out of the JLI Class Action Settlement must submit a
15 separate request for exclusion from the Altria Settlement if they wish to opt out of the Altria
16 Settlement. Such requests for exclusion must be made by submitting the online form on the
17 settlement website or by mailing a valid exclusion request by First Class U.S. Mail to the address
18 specified in the Long-Form Notice. Such requests for exclusion must be postmarked by the
19 deadline set forth below. To be effective, the request for exclusion must:

- 20 a. Include the Class Member's full name and address;
- 21 b. Explicitly and unambiguously state his or her desire to be excluded from the
22 Settlement Class; and
- 23 c. Be individually and personally signed by the Class Member (if the Class
24 Member is represented by counsel, it must also be signed by such counsel).

25 16. Any Settlement Class Member who previously requested exclusion from the JLI
26 Class Action Settlement may now, if they choose, opt back in to the JLI Class Action Settlement
27 by submitting to the Settlement Administrator by First Class U.S. Mail to the address specified in
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1 the Long-Form Notice a written statement requesting to opt back in to the JLI Class Action
2 Settlement, and providing the Class Member's name, address, telephone number, and signature.
3 Such requests for exclusion must be postmarked by the deadline set forth below.

4 17. Any Settlement Class Member who fails to submit a timely and valid written request
5 for exclusion consistent with this Order shall be deemed to be a member of the Settlement Class
6 (if finally approved) and as such shall be bound by all terms of the Altria Class Settlement
7 Agreement and orders of this Court pertaining to the Settlement Class.

8 18. Any member of the Settlement Class who elects to be excluded shall not receive any
9 benefits of the Settlement, shall not be bound by the terms of the Altria Class Settlement
10 Agreement or any Final Approval Order, and shall have no standing to object to the Settlement.

11 19. Any Class Member wishing to make a claim must submit a Claim Form to the
12 Settlement Administrator, pursuant to the instructions provided in the notice distributed to the
13 Settlement Class. Whether submitted electronically online or mailed, Claim Forms must be
14 postmarked no later than the deadline set forth below. Class Members who previously submitted a
15 Claim Form in connection with the JLI Class Action Settlement will be deemed to have submitted
16 a claim in Altria Settlement as well, and are not required to submit an additional Claim Form.

17 20. Any Settlement Class Member who does not submit a valid and timely request for
18 exclusion may submit an objection to the Altria Class Settlement Agreement. Any Class Member
19 who intends to object to the Altria Class Settlement Agreement (including any request for
20 attorneys' fees, expenses, or service awards) must submit a written notice of objections to the
21 Clerk of the Court and the Settlement Administrator. Objections are valid only if postmarked
22 before the deadline set forth below. For clarity and to ensure the class members have full
23 flexibility in exercising their rights, individuals who previously objected to the JLI Class Action
24 Settlement must submit a separate objection to the Altria Settlement if they wish to object to the
25 Altria Settlement. Objections must be individually and personally signed by the Settlement Class
26 Member (if the Settlement Class Member is represented by counsel, the objection additionally
27 must be signed by such counsel), and must include:

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- a. The case name and number (*IN RE JUUL LABS, INC.*, Case No. 19-MD-02913-WHO).
- b. The objecting Class Member’s full name, address, and telephone number, and, if available, email address;
- c. An attestation that the objector is a member of the Settlement Class;
- d. A written statement of all grounds for the Objection, accompanied by any legal support for the Objection;
- e. Copies of any papers, briefs, or other documents upon which the Objection is based;
- f. The name, address, email address, and telephone number of every attorney representing the objector; and
- g. A statement indicating whether the objector and/or his or her counsel intends to appear at the Final Approval Hearing and, if so, a list of all persons, if any, who will be called to testify in support of the Objection.

21. The Settlement Administrator shall provide in writing to Defense Counsel and Class Counsel the names of those Class Members who have objected to the Settlement or who have requested exclusion from the Settlement Class in a valid and timely manner, and Class Counsel shall file a list of the persons who requested to be excluded from the Settlement Class and any objections (with supporting documentation) to the Settlement by the deadline set forth below.

22. Class Plaintiffs shall file a motion for Final Approval of the Altria Class Settlement Agreement, including in response to any timely and valid objection to the Altria Class Settlement Agreement, and any motion for attorneys’ fees and expenses by the deadline set forth below. Such materials shall be served on any member of the Settlement Class (or their counsel, if represented by counsel) whose objection is addressed in the Final Approval briefing. Copies of the motions shall be made available on the settlement website.

1 23. Following the Final Approval Hearing, and based upon the entire record in this
2 matter, the Court will decide whether the Altria Class Settlement Agreement should be finally
3 approved and, if so, whether any attorneys' fees and expenses should be awarded to Class
4 Counsel.

5 24. If the Court determines the Settlement is reasonable, fair, and adequate, the Court
6 will issue a Final Order and Judgment.

7 25. Pending final determination of whether the Settlement should be approved, Class
8 Plaintiffs and each Class Member, and any person purportedly acting on behalf of any Class
9 Member(s), are hereby enjoined from pursuing, maintaining, enforcing, or proceeding, either
10 directly or indirectly, any Settlement Class Released Claims in any judicial, administrative,
11 arbitral, or other forum, against any of the Released Parties, provided that this injunction shall not
12 apply to the claims of Settlement Class Members who have timely and validly requested to be
13 excluded from the Class. This injunction will remain in force until the Effective Date or until such
14 time as the Parties notify the Court that the Settlement has been terminated. This injunction is
15 necessary to protect and effectuate the Settlement, this Order, and this Court, authority regarding
16 the Settlement, and is ordered in aid of this Court's jurisdiction and to protect its judgments.

17 26. In the event that the proposed Settlement is not finally approved by the Court, or in
18 the event that the Altria Class Settlement Agreement becomes null and void or terminates pursuant
19 to its terms, this Order and all orders entered in connection herewith shall be of no further force
20 and effect, and shall not be relied upon any purposes whatsoever in this Litigation or in any other
21 case or controversy, and the Altria Class Settlement Agreement and all negotiations and
22 proceedings directly related thereto shall be deemed to be without prejudice to the rights of any
23 and all of the Parties, who shall be restored to their respective positions as of the date and time
24 immediately preceding the execution of the Altria Class Settlement Agreement.

25 27. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
26 connection with the administration of the Settlement which are not materially inconsistent with
27 either this Order or the terms of the Altria Class Settlement Agreement.

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1 28. The following deadlines shall apply and within three business days of this order
 2 Class Plaintiffs shall file a notice setting the specific calendar date for each of the deadlines set
 3 forth below:

Event	Days After Entry of This Order
Payment of the Initial Class Settlement Administration Payment	5
Notice Period Commences (Email and Postcard)	30
Publication Notice Commences	30
Notice Period Concludes (Email and Postcard)	60
Publication Notice Fully Concludes	90
Notice Completion / Settlement Administrator Declaration Date	90
Motion for Final Approval Deadline	129
Fee and Expense Application Deadline	129
Claims Filing Postmark Deadline	150
Opt-Out Deadline	150
Objection Deadline	150
Opposition to Final Approval and Fee and Expense Application Deadline	150
Deadline for the Parties to file information concerning timely filed opt out requests and objections	157
Replies in support of Final Approval and Fee and Expense Application Deadline (including the filing of list of opt outs and objections)	164
Final Approval Hearing	[To be Determined by the Court]

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Dated: _____, 2023

Hon. William H. Orrick
U.S. District Court Judge

EXHIBIT 13

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE JUUL LABS, INC., MARKETING,
SALES PRACTICES, AND PRODUCTS
LIABILITY LITIGATION

CASE NO. 19-md-02913-WHO

This Document Relates to:
All Class Actions

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
ALTRIA CLASS ACTION SETTLEMENT
AND JUDGMENT**

1 Class Plaintiffs¹ have moved the Court for final approval of a proposed class action
 2 settlement with Defendant Altria Group, Inc. and the other Released Parties (“Altria”), the terms
 3 and conditions of which are set forth in the Altria Class Settlement Agreement. Dkt. X. The Court
 4 previously granted preliminary approval to the proposed settlement and directed notice to the
 5 Settlement Class. Dkt. X.

6 For the reasons described more fully below, the Court GRANTS final approval of the
 7 Settlement.

8 **I. BACKGROUND**

9 Class Plaintiffs and Altria seek to resolve economic loss claims (other than claims asserted
 10 in *In re Juul Labs, Inc. Antitrust Litigation*, Case No. 3:20-cv-02345-WHO that arise from alleged
 11 anticompetitive conduct) asserted against Altria involving the manufacture, labeling, marketing,
 12 and sale of JUUL—an electronic nicotine delivery system consisting of an electronic cigarette and
 13 a nicotine pack called a JUULpod. Plaintiffs allege that Defendants created, marketed, and sold
 14 JUUL by misleading the public about the addictiveness and risks of JUUL, and by trying to
 15 expand the market by capturing and addicting individuals—specifically including minor users—
 16 who had not previously used tobacco or e-cigarette products. *See In re Juul Labs, Inc., Mktg.,*
 17 *Sales Practices, & Prods. Liab. Litig.*, 497 F. Supp. 3d 552, 574 (N.D. Cal. 2020).

18 Bradley Colgate and Kaytlin McKnight filed the first complaint in this litigation against
 19 JUUL Labs, Inc. on April 26, 2018. Case No. 2018-cv-2499 (N.D. Cal) Dkt. 1. The first complaint
 20 against Altria was filed in April 2019. Other individual and class cases naming Altria as a
 21 defendant were subsequently filed in this Court and in other jurisdictions. The Judicial Panel on
 22 Multidistrict Litigation transferred all these cases to this Court for pretrial purposes on October 2,
 23 2019. Plaintiffs filed a consolidated class action complaint on March 1, 2020, and then amended it
 24 on April 6, 2020. Defendants moved to dismiss, and the Court denied the motions in part and
 25 granted the motions in part with leave to amend on October 23, 2020. *In re JUUL Labs, Inc.*,

26
 27 ¹ The capitalized terms used in this Order shall have the same meaning as defined in the
 Settlement Agreement and Plan of Allocation except as otherwise noted.

1 *Mktg. Sales Practs. & Prods. Liab. Litig.*, 497 F. Supp. 3d 552, 677. Plaintiffs filed a second
 2 amended consolidated class action complaint on November 12, 2020, Dkt. 1358, and the Court
 3 denied Defendants’ motions to dismiss that complaint on April 13, 2021. *In re JUUL Labs, Inc.*,
 4 *Mktg. Sales Practs. & Prods. Liab. Litig.*, 533 F. Supp. 3d 858, 862-63 (N.D. Cal. Apr. 13, 2021).

5 Discovery proceeded prior to, during, and after the motions to dismiss. Defendants
 6 produced millions of pages of documents, and Plaintiffs obtained information pursuant to
 7 interrogatories and stipulations and conducted over 100 depositions of Defendants, their
 8 employees, and third parties. The parties also engaged in expert discovery, which included reports
 9 and depositions from experts on topics including the chemistry of JUUL products, the marketing
 10 of JUUL products, and classwide injury and damages.

11 After a contested motion to certify bellwether classes asserting federal and California law
 12 claims, on June 28, 2022, the Court certified four classes² of purchasers of JUUL products,
 13 appointed Class Representatives and Class Counsel, and denied related Daubert motions. *In re*
 14 *JUUL Labs, Inc., Mktg. Sales Practs. & Prods. Liab. Litig.*, No. 19-md-02913-WHO, Dkt. 3327,
 15 2022 WL 2343268 (N.D. Cal. June 28, 2022) (“Class Cert. Order”). On July 12, 2022, Defendants
 16 filed three Rule 23(f) petitions seeking permission to appeal from the Court’s order granting class
 17 certification. *See* Ninth Circuit Case Nos. 22-80061, 22-80062, and 22-80063. On October 24,
 18 2022, the Ninth Circuit consolidated the cases and granted Defendants permission to appeal. *E.g.*
 19 Ninth Circuit Case No. 22-80063, Dkt. 14. Altria’s appeal was pending at the time of settlement.

20 On May 18, 2020, the Court appointed Thomas J. Perelli as Settlement Master, who
 21 oversaw a years-long mediation process that led to the Altria Class Settlement Agreement. Under
 22 the Altria Class Settlement Agreement, the Class will receive \$45,531,250.00 in exchange for a
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24 _____
 25 ² These were the **Nationwide Class** (All individuals who purchased, in the United States, a JUUL
 26 product); the **Nationwide Youth Class** (All individuals who purchased, in the United States, a
 27 JUUL product and were under the age of eighteen at the time of purchase); the **California Class**
 28 (All individuals who purchased, in California, a JUUL product); and the **California Youth Class**
 (All individuals who purchased, in California, a JUUL product and were under the age of eighteen
 at the time of purchase).

1 release of the class claims against Altria.³ This settlement follows the December 2022 JLI Class
2 Action Settlement, which will release claims against JUUL Labs, Inc. (“JLI”) and related entities
3 in exchange for \$255,000,000 for the Settlement Class[, which received Final Approval on DATE.
4 CITE]. In total between the settlements with JLI and Altria, the Class would release all claims
5 against all defendants in exchange for over \$300 million.

6 **II. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

7 **A. Jurisdiction**

8 This court has jurisdiction under 28 U.S.C. § 1332(d)(2).

9 **B. Notice and Administration**

10 The Class Settlement Administrator, Epiq Systems, Inc., previously established a
11 settlement website at www.JUULclassaction.com, which includes: the long-form notice
12 (explaining the procedures for Settlement Class Members to submit claims, object, or exclude
13 themselves), a contact information page that includes address and telephone numbers for the Class
14 Settlement Administrator and Class Counsel, the Altria Class Settlement Agreement, the
15 Preliminary Approval Order, online and printable versions of the claim form and the opt out
16 forms, and answers to frequently asked questions. This is the same website that Class Members
17 were previously directed to for documents and information regarding the JLI Class Action
18 Settlement. In addition, the motion papers filed in connection with the Altria Settlement and Class
19 Plaintiffs’ application for Attorneys’ Fees and Expenses were placed on the settlement website
20 after they were filed (which was before the opt out and objection deadline). The Class Settlement
21 Administrator also operated a toll-free number for Settlement Class Member inquiries.

22 Notice of the Altria Settlement was provided by: (1) direct notice via email to those
23 Settlement Class Members for whom an email address was available; (2) direct notice via postcard
24 mailed to at least those Settlement Class Members for whom a physical mailing address was
25 available but an email address was not available; (3) publication notice of the Settlement, which

26 ³ In separate agreements, Altria has resolved claims brought by other claimants in the MDL,
27 including individuals who asserted claims for personal injury, and school district and local
28 government entities.

1 comprised X impressions, targeted at likely Settlement Class Members served across relevant
2 internet websites and social media platforms; and (4) publication on the settlement website.

3 In total, the Notice Plan is estimated to have reached at least 80% of Settlement Class
4 Members. *See, e.g., Ellison v. Steven Madden, Ltd.*, No. CV115935PSGAGR, 2013 WL
5 12124432, at *3 (C.D. Cal. May 7, 2013) (approving a notice plan reaching 77%); *In re:*
6 *Whirlpool Corp. Front-loading Washer Prod. Liab. Litig.*, No. 1:08-WP-65000, 2016 WL
7 5338012, at *9 (N.D. Ohio Sept. 23, 2016) (approving notice plan reaching approximately 77.5
8 percent of Class Members).

9 The Court finds that the Notice Plan provided the best practicable notice to the Settlement
10 Class Members and satisfied the requirements of due process.

11 Settlement Class Members were given until DATE to object to or exclude themselves from
12 the proposed Settlement. X Settlement Class Members timely submitted objections and X
13 individuals timely submitted requests to be excluded from the Settlement Class. As of DATE, a
14 total of X Claim Forms—including those submitted during the claims period for the prior
15 settlement with JLI—have been received by the Class Settlement Administrator.

16 **C. Certification of the Settlement Class**

17 For purposes of the Settlement only and this Final Approval Order and Judgment, Class
18 Plaintiffs have moved to certify the following Settlement Class: “All individuals who purchased,
19 in the United States, a JUUL product from brick and mortar or online retailers before December 6,
20 2022.” Excluded from the Settlement Class are: (a) the judges in this MDL and any other judges
21 that have presided over the litigation, including the coordinated proceeding captioned *JUUL Labs*
22 *Product Cases*, Judicial Counsel Coordination Proceeding No. 5052, pending in the Superior
23 Court of California, County of Los Angeles, Department 11, Settlement Master Thomas J. Perrelli,
24 and their staff, and immediate family members; (b) Defendants, their employees, officers,
25 directors, legal representatives, heirs, successors, and wholly or partly owned subsidiaries or
26 affiliated companies; (c) Class Counsel and their employees; (d) any individuals who purchased
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1 JUUL products only secondarily from non-retailers; and (e) all individuals who timely and
2 properly excluded themselves from the Settlement Class.⁴

3 The Court previously certified a nearly identical nationwide class under RICO. The
4 Settlement Class is co-extensive with the certified class, except that the Settlement Class includes
5 an end date (as is necessary to settlement administration) and applies to purchases of JUUL
6 accessories and products in addition to JUULpods and devices. The slight differences between the
7 litigation class and the proposed Settlement Class do not alter the Court's previous analysis,
8 except insofar as the predominance and superiority analysis prerequisites operate differently and
9 are easier to meet in the settlement context. *See In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d
10 539, 558 (9th Cir. 2019). The Court finds that the Settlement Class largely overlaps with the
11 nationwide class previously certified by the Court and that, for settlement purposes only, there is a
12 sound basis for expanding the scope of the previously certified nationwide class to encompass all
13 the Settlement Class Released Claims against Altria.

14 The Court independently finds that the Settlement Class meets the requirements of Rule 23
15 as set forth below:

16 a. Members of the Settlement Class are so numerous as to make joinder
17 impracticable. JLI's direct sales data, which covers only a portion of the Settlement Class,
18 contains over two million unique names, meaning that the proposed Settlement Class contains
19 millions of members.

20 b. There are questions of law and fact common to the Settlement Class. Those
21 questions include the existence of a RICO enterprise, the existence of a pattern of racketeering, the
22 existence of a scheme to defraud, and the appropriate measure of aggregate damages.

23 c. Common questions predominate over any questions affecting only individual
24 Settlement Class Members for purposes of the Settlement because the Defendants' conduct will
25 drive the litigation. That is particularly true in the settlement context. As the Ninth Circuit has

26 _____
27 ⁴ The list of individuals that timely and properly submitted exclusion requests and are therefore
28 not members of the Settlement Class are identified in Exhibit X to the Declaration of NAME.

1 held, “predominance is easier to satisfy in the settlement context.” *Jabbari v. Farmer*, 965 F.3d
2 1001, 1006 (9th Cir. 2020); *see also Sullivan v. DB Inv., Inc.*, 667 F.3d 273, 304 n. 29 (3d Cir.
3 2011) (en banc) (courts are “more inclined to find the predominance test met in the settlement
4 context”) (internal quotation marks and alteration omitted). That is because “[s]ettlement may
5 ‘obviate the need to litigate individual issues that would make a trial unmanageable,’ making
6 common questions more important in the relative analysis.” *Jabbari*, 965 F.3d at 1005-06
7 (quoting *Hyundai*, 926 F.3d at 558). Even in the litigation context, “[w]hen ‘one or more of the
8 central issues in the action are common to the class and can be said to predominate, the action may
9 be considered proper under Rule 23(b)(3) even though other important matters will have to be
10 tried separately, such as . . . some affirmative defenses peculiar to some individual class
11 members.’” *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453-54 (2016) (quoting 7AA C.
12 Wright, A. Miller & M. Kane, *Federal Practice and Procedure* § 1778, at 123–24 (3d ed. 2005)).
13 Here, the central questions that will drive the litigation—the existence of the RICO enterprise and
14 Altria’s involvement in that enterprise—are common to all Settlement Class Members.

15 d. Class Plaintiffs’ claims and the defenses thereto are typical of the claims of
16 the Settlement Class Members and the attendant defenses for purposes of the Settlement. Class
17 Plaintiffs allege that Defendants misled JUUL purchasers, engaged in a fraudulent scheme to
18 enhance JUUL sales, and engaged in unfair conduct to market JUUL products to minors. Those
19 theories of liability and injury are the same for Class Plaintiffs and members of the Settlement
20 Class.

21 e. Class Plaintiffs and their counsel have fairly and adequately protected the
22 interests of the Settlement Class Members in this action with respect to the Settlement, and will
23 continue to do so. Each Class Plaintiff has the same goal as members of the proposed Settlement
24 Class (*i.e.*, holding Defendants accountable for their alleged deceptive and youth-focused
25 marketing). Class Plaintiffs’ interests are aligned with, and not in conflict with, those of
26 Settlement Class members. The record reflects that each Class Plaintiff has dedicated substantial
27 time and effort to this litigation by working with their counsel; reviewing pleadings; responding
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1 to discovery; searching for, collecting, and producing documents; and preparing to sit for
2 depositions, among other things.

3 f. A class action is superior to all other available methods for fairly and
4 efficiently resolving this action. While individuals with personal injury claims may be motivated
5 to file individual personal injury suits, the same is not true with respect to claims for economic
6 losses. No plaintiffs have expressed a desire to individually litigate their economic loss claims; in
7 fact, plaintiffs sought to litigate their economic loss claims as class actions instead of through their
8 separate personal injury complaints. Given the substantial overlap among all class members’
9 claims, it is highly desirable to concentrate economic loss claims in a single proceeding.

10 The Court appoints Bradley Colgate, Joseph DiGiacinto on behalf of C.D., Lauren Gregg,
11 Tyler Krauel, and Jill Nelson on behalf of L.B. as the Settlement Class Representatives and Dena
12 Sharp of Girard Sharp LLP as Class Counsel.

13 **D. Final Approval of Settlement**

14 A court may approve a proposed class action settlement only “after a hearing and on
15 finding that it is fair, reasonable, and adequate after considering whether: (A) the class
16 representatives and class counsel have adequately represented the class; (B) the proposal was
17 negotiated at arm’s length; (C) the relief provided for the class is adequate, taking into account: (i)
18 the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of
19 distributing relief to the class, including the method of processing class-member claims; (iii) the
20 terms of any proposed award of attorney's fees, including timing of payment; and (iv) any
21 agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members
22 equitably relative to each other.” Fed. R. Civ. P. 23(e)(2).⁵ In reviewing the proposed settlement,

23 _____
24 ⁵ Prior to the amendments to Rule 23, which took effect December 1, 2018, the Ninth Circuit had
25 enumerated a similar list of factors to consider in evaluating a proposed class settlement. *See*
26 *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (enumerating the following
27 factors: “(1) the strength of the plaintiffs’ case; (2) the risk, expense, complexity, and likely
28 duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4)
the amount offered in settlement; (5) the extent of discovery completed and the stage of the
proceedings; (6) the experience and views of counsel; (7) the presence of a governmental

1 the Court need not address whether the settlement is ideal or the best outcome, but only whether
 2 the settlement is fair, free of collusion, and consistent with plaintiff's fiduciary obligations to the
 3 class. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998).

4 For the reasons further detailed below, the Court finds that the proposed settlement is fair,
 5 reasonable, and adequate under the Rule 23(e)(2) factors. Altria disputes whether the manufacture,
 6 marketing, advertising and sale of the JUUL products was unlawful and violated RICO. There
 7 would also have been a battle of the experts regarding consumer understanding of JUUL
 8 marketing and advertising and regarding the computation of damages, if any. At the time of the
 9 Settlement, Altria and a different plaintiff in the litigation were in trial. The trial confirmed that
 10 having the Settlement Class proceed to trial against Altria would have been costly and recovery
 11 was not guaranteed.

12 Counsel for all Parties are highly experienced; they provided detailed declarations
 13 explaining why they supported the Settlement, and there is no factual basis to support any
 14 allegation of collusion or self-dealing.

15 **1. Settlement Class Representatives and Class Counsel Have Adequately**
 16 **Represented the Settlement Class.**

17 In the Preliminary Approval Order, this Court found that the Settlement Class
 18 Representatives and Class Counsel had adequately represented the interests of the certified
 19 classes. This Court has seen no evidence to contradict its previous finding, and the Court
 20 reconfirms it here with respect to Settlement Class Representatives and Class Counsel, who have
 21 vigorously prosecuted this action through discovery, motion practice, mediation, and preparations
 22 for trial. Class Counsel "possessed sufficient information to make an informed decision about

23 _____
 24 participant; and (8) the reaction of the class members to the proposed settlement"). In the notes
 25 accompanying the Rule 23 amendments, the Advisory Committee explained that the amendments
 26 were not designed "to displace any factor, but rather to focus the court and the lawyers on the core
 27 concerns of procedure and substance that should guide the decision whether to approve the
 28 proposal." Accordingly, this Court applies the framework of Rule 23 while "continuing to draw
 guidance from the Ninth Circuit's factors and relevant precedent." *Hefler v. Wells Fargo & Co.*,
 No. 16-cv-05479-JST, 2018 WL 6619983, at *4 (N.D. Cal. Dec. 17, 2018), *aff'd sub nom. Hefler*
v. Pekoc, 802 F. App'x 285 (9th Cir. 2020).

1 settlement.” *Hefler*, 2018 WL 6619983 *6.

2 **2. The Settlement Was Negotiated at Arm’s Length.**

3 The Court finds that the Settlement is the product of serious, non-collusive, arm’s length
4 negotiations by experienced counsel with the assistance of a well-respected, experienced, Court-
5 appointed Settlement Master, Thomas J. Perrelli. *See, e.g., G. F. v. Contra Costa Cty.*, 2015 WL
6 4606078, at *13 (N.D. Cal. July 30, 2015) (noting that “[t]he assistance of an experienced
7 mediator in the settlement process confirms that the settlement is non-collusive”); *Hefler*, 2018
8 WL 6619983 *6 (noting that the settlement “was the product of arm’s length negotiations through
9 two full-day mediation sessions and multiple follow-up calls” supervised by a mediator). Before
10 agreeing on the terms of the Settlement, the Parties engaged in extensive factual investigation,
11 which included dozens of depositions, the production and review of millions of pages of
12 documents, extensive written discovery, robust motion practice, and expert discovery. Another
13 plaintiff in the litigation asserting a claim under RICO was in trial against Altria at the time of the
14 Settlement. The record was thus sufficiently developed that the Parties were fully informed as to
15 the viability of the claims and able to adequately evaluate the strengths and weaknesses of their
16 respective positions and risks to both sides if the case did not settle.

17 The Court has independently and carefully reviewed the record for any signs of collusion
18 and self-dealing, and finds no such signs. Specifically, the Court finds that Class Counsel did not
19 compromise the claims of the Settlement Class in exchange for higher fees as there has been no
20 agreement concerning attorneys’ fees or otherwise disadvantaging the Settlement Class.

21 **3. The Cash Payments Provide Adequate Recovery to the Class.**

22 In the Rule 23(e) analysis, “[t]he relief that the settlement is expected to provide to class
23 members is a central concern.” Fed. R. Civ. P. 23(e)(2)(C)-(D) advisory committee’s note to 2018
24 amendment. “The Court therefore examines ‘the amount offered in settlement.’” *Hefler*, 2018 WL
25 6619983 *8 (quoting *Hanlon*, 150 F.3d at 1026).

26 Altria has agreed to pay \$45,531,250.00 on behalf of itself and the Released Parties, which
27 will be used as a common fund to pay cash benefits to Settlement Class Members as set forth in
28

1 the Plan of Allocation. Settlement Class Members who submit Eligible Claims will therefore have
2 the opportunity to receive substantial payments corresponding to their JUUL purchases. Based on
3 the record evidence and argument the parties submitted in connection with the Settlement, as well
4 as the familiarity the Court has developed with this case, the Court finds that this monetary
5 recovery is fair, reasonable, and adequate given the risks of proceeding to trial and the maximum
6 recovery potentially available to Settlement Class Members if the Class Representatives had
7 prevailed at trial.

8 **4. The Risk of Continuing Litigation.**

9 The amount provided for the in the Settlement is also reasonable in light of the risks of
10 continued litigation. The Ninth Circuit has, for example, granted Altria's Rule 23(f) petition and
11 Class Plaintiffs therefore face the risk that the Ninth Circuit would reverse or modify the Court's
12 class certification decision. There were also substantial questions as to whether Class Plaintiffs
13 would be able to prove at trial that Altria violated RICO and should be held liable. Both sides
14 believed they had persuasive facts to support their positions, and there is limited precedent
15 available regarding the Parties' competing theories. Trial would have involved a clash of expert
16 analysis as to Altria's liability, the methods of calculating damages, and ultimately what damages,
17 if any, should be awarded. And even if Class Plaintiffs succeeded at trial, appeals would
18 undoubtedly have followed.

19 **5. Attorneys' Fees and Expenses.**

20 The Parties have reached no agreements regarding the amounts of attorneys' fees,
21 expenses, and service awards to be paid. *See, e.g., Hyundai.*, 926 F.3d at 569-70 (rejecting fairness
22 objection because class counsel "did not reach an agreement with the automakers regarding the
23 amount of attorney's fees to which they were entitled," which "[p]rovid[es] further assurance that
24 the agreement was not the product of collusion"). The payment of attorneys' fees, expenses, and
25 service awards, if any, is subject to approval of the Court based on a finding that such amounts are
26 fair and reasonable.

1 **6. Other Agreements.**

2 The Court is required to consider “any agreements required to be identified under Rule
3 23(e)(3).” The Court has reviewed the Altria Class Settlement Agreement and relevant
4 accompanying materials, and has been made aware that Altria (on behalf of itself and the Released
5 Parties) has agreed to fund parallel settlement programs to provide recoveries for other claimants
6 in this MDL and the parallel JCCP proceedings, including individuals who asserted claims for
7 personal injury, and school district and local government entities. Under the supervision of Special
8 Master Perrelli, co-lead counsel Dena Sharp represented the Class during negotiations, and the
9 other co-lead counsel in the MDL representing interests of the personal injury and government
10 entity plaintiffs.

11 Certain of the Class Plaintiffs have asserted personal injury claims, and thus will be
12 eligible to apply to share in the amounts allocated to the resolution of personal injury claims.
13 Personal injury claimants will receive no favorable treatment compared to other class members.
14 All personal injury claims will be paid from funds set aside to resolve personal injury claims,
15 while the economic loss claims asserted by the Settlement Class will be paid from the Altria Net
16 Settlement Fund. Only after a diligent effort to identify all class members and distribute to them
17 the full amount of the class settlement fund will the Parties confer regarding the disposition of any
18 residual funds, the distribution of which would be subject to the Court’s approval and a finding
19 that the Parties first exhausted all reasonable efforts to distribute remaining funds to Settlement
20 Class members. Under the terms of the Agreement, the Altria Settlement Fund is non-reversionary
21 and no portion of the Altria Settlement Fund or Altria Net Settlement Fund will revert to Altria or
22 any other Released Party.

23 **7. The Plan of Allocation is Reasonable and Treats Class Members**
24 **Equitably Relative to Each Other**

25 The claims process and distribution method are reasonable. Settlement Class Members
26 who seek benefits under the Settlement need only submit a simple claim form, and the form is
27 prepopulated if their purchase information is known to JLI because they made purchases on the
28

1 JUUL website. *See* 4 William B. Rubenstein, *Newberg on Class Actions* § 12:18 (5th ed. 2011)
2 (noting that “a claiming process is inevitable” in certain settlements such as those involving
3 “defective consumer products sold over the counter.”). If a Settlement Class Member previously
4 submitted a claim in connection with the JLI settlement, that class member will not need to submit
5 an additional claim to be eligible for payment from the Altria Net Settlement Fund. Further, the
6 claim process is no more onerous than would be required after trial.

7 The method for distributing funds to Eligible Claimants is also reasonable. “[A]n
8 allocation formula need only have a reasonable, rational basis, particularly if recommended by
9 experienced and competent counsel.” *Rieckborn v. Velti PLC*, 2015 WL 468329, at *8 (N.D. Cal.
10 Feb. 3, 2015) (citation omitted). The Court finds that the Plan of Allocation is fair, reasonable, and
11 adequate and is hereby approved.

12 Under the Plan of Allocation, all Settlement Class Members who submit claims will
13 receive cash payments based on their *pro rata* allocation of the Altria Net Settlement Fund. The
14 Plan of Allocation provides higher payments for those who first purchased when they were
15 underage. *See In re MyFord Touch Consumer Litig.*, No. 13-cv-03072-EMC (N.D. Cal. Mar. 28,
16 2019), Dkt. 526 at 4-5 (granting approval of settlement plan that pays a lower dollar amount in
17 relation to the comparative weakness of certain claims). The enhanced payments for those who
18 began purchasing when underage is based on Class Plaintiffs’ full refund theory of recovery as to
19 their youth targeting claims, as opposed to the price premium damages model applicable to other
20 claims. *See id.* at *17 (holding “Plaintiffs’ full refund model, with respect to the Youth Classes,
21 supports certification” because such sales were allegedly illegal). Further, it is rational to provide
22 the enhancements for all purchases by such persons, even after the warnings were augmented or
23 the purchasers reached adulthood, because of the addictive nature of the JUUL Products.

24 Setting a cap on the recoveries by Claimants who lack proof of purchase while claims that
25 are accompanied by proof of purchase will not be capped is also reasonable. The use of a cap for
26 Claimants without proof of purchases ensures a fair distribution and serves to disincentivize
27 illegitimate or exaggerated claims. *See, e.g., In re Groupon, Inc.*, No. 11md2238 DMS (RBB),
28

1 2012 WL 13175871, at *6 (S.D. Cal. Sep. 28, 2012) (holding requirement of a voucher number or
 2 other proof of purchase serves “to ensure that money is fairly distributed for valid claim.”). Such a
 3 cap is a common feature of consumer class action settlements. *See, e.g., Broomfield v. Craft Brew*
 4 *All., Inc.*, No. 17-cv-01027-BLF, 2020 WL 1972505, at *30 (N.D. Cal. Feb. 5, 2020) (finally
 5 approving settlement with cap on no-proof claims); *Fitzhenry-Russell v. Coca-Cola Co.*, No. 5:17-
 6 cv-00603-EJD, 2019 WL 11557486, at *7 (N.D. Cal. Oct. 3, 2019) (approving settlement with cap
 7 for claims without proof of purchase, stating that such a claim process “would be no different than
 8 that required after trial.”); *Bruno v. Quten Research Inst., LLC*, No. SACV 11-00173 DOC(Ex),
 9 2013 WL 990495, at *2 (C.D. Cal. Mar. 13, 2013) (finally approving settlement with claims
 10 limited to \$10.65 (e.g., 3 bottles) without proof of purchase, with no cap on claims accompanied
 11 by a proof of purchase, for example a receipt or product packaging).

12 Settlement Class Members can elect their preferred method of payment, including mailed
 13 check, direct deposit, PayPal, or prepaid MasterCard. After an initial distribution, if there are
 14 substantial funds from uncashed payments and it is economically rational to do so, the monies will
 15 be redistributed to the Settlement Class Members who made claims and accepted their initial
 16 distribution payments where economically feasible. Only if residual funds remain thereafter will
 17 they be otherwise distributed, subject to the Court’s approval.

18 8. The Response of Class Members

19 Out of an estimated minimum of X Settlement Class Members, there were X opt-outs of
 20 the Altria settlement and X objections. In comparison, as of DATE Settlement Class Members
 21 have submitted an estimated X valid Claims—in addition to the X claims submitted in connection
 22 with JLI settlement that also serve as claims for purposes of the Altria Settlement. *See Decl. of*
 23 *NAME*, Dkt. X at X. These figures represent a positive response. *See Churchill Village, LLC v.*
 24 *General Electric*, 361 F.3d 566, 577 (9th Cir. 2004) (explaining that a court may infer
 25 appropriately that a class action settlement is fair, adequate, and reasonable when few class
 26 members object to it); *Zepeda v. PayPal, Inc.*, 2017 WL 1113293, at *16 (N.D. Cal. Mar. 24,
 27 2017) (holding “the indisputably low number of objections and opt-outs, standing alone, presents
 28

1 a sufficient basis upon which a court may conclude that the reaction to settlement by the class has
 2 been favorable); *Cruz v. Sky Chefs, Inc.*, 2014 WL 7247065, at *5 (N.D. Cal. Dec. 19, 2014) (“A
 3 court may appropriately infer that a class action settlement is fair, adequate, and reasonable when
 4 few class members object to it.”); *see also, e.g., In re Carrier IQ, Inc., Consumer Privacy Litig.*,
 5 2016 WL 4474366, at *4 (N.D. Cal. Aug. 25, 2016) (stating that, “[i]n an analysis of settlements
 6 where notice relied on media notice exclusively, the claims rate ranged between 0.002% and
 7 9.378%, with a median rate of 0.023%”).

8 **E. Releases and Effect of This Order**

9 **1. Releases by Settlement Class Members**

10 By operation of this Order and Judgment, on the date specified in the Class Settlement
 11 Agreement, Settlement Class Members, including the Settlement Class Representatives, release
 12 and forever discharge and hold harmless the Released Parties of and from any and all Settlement
 13 Class Released Claims which the Settlement Class Member ever had, now have, or will have in
 14 the future. The Settlement Class Released Claims shall not release any Settlement Class
 15 Member’s: (i) claim(s) for personal injury against the Released Defendants; (ii) claims asserted in
 16 *In re Juul Labs, Inc. Antitrust Litigation*, Case No. 3:20-cv-02345-WHO that arise from alleged
 17 anticompetitive conduct; or (iii) right(s) to enforce the Altria Class Settlement Agreement.
 18 Settlement Class Members shall not release their claims if either the Effective Date does not occur
 19 or the Settlement Amounts are not paid. The scope of the Released Claims is consistent with the
 20 economic loss claims pled in the class action complaint.

21 **2. Waiver of Provisions of California Civil Code § 1542**

22 By operation of this Order and Judgment, with respect to the Settlement Class Released
 23 Claims, Class Plaintiffs, the Released Parties, and Settlement Class Members shall be deemed to
 24 have waived and relinquished, to the fullest extent permitted by law, the provisions, rights and
 25 benefits conferred by any law of any state of the United States, or principle of common law or
 26 otherwise, which is similar, comparable, or equivalent to section 1542 of the California Civil
 27 Code, which provides:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
2 THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
3 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
4 EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR
5 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
6 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

7 Plaintiffs, Altria (on behalf of itself and the Released Parties), and Settlement Class
8 Members understand and acknowledge the significance of these waivers of California Civil Code
9 section 1542 and any other applicable federal or state statute, case law, rule or regulation relating
10 to limitations on releases.

11 The Settlement Class Released Claims of the Settlement Class are dismissed with
12 prejudice and without costs. Accordingly, the Second Amended Consolidated Class Action
13 Complaint and any other complaints in the litigation asserting Settlement Class Released Claims
14 are hereby dismissed with prejudice and without costs.

15 3. Compliance with Class Action Fairness Act

16 The record establishes that the Class Settlement Administrator served the required notices
17 under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, with the documentation required
18 by 28 U.S.C. § 1715(b)(1-8). Dkt. X.

19 F. Costs of Administering the Class Settlement

20 While the notice of the Altria Settlement will occur separately from the previous notice of
21 the JLI settlement, because class members only need to submit one claim to be eligible for
22 payment from both settlements, there will only be a single claims administration and distribution
23 process for the two settlements.

24 The Court has previously authorized the payment of up to \$XX for settlement
25 administration expenses in connection with the JLI settlement, which included actual costs
26 incurred and expected costs for processing claims submitted through DATE and distributing
27 money to those claimants.

28 The Class Settlement Administrator has submitted an invoice for its additional expenses
incurred, as of DATE, in connection with providing notice of the Altria Settlement and processing
additional claims received since DATE, totaling \$XX. The Class Settlement Administrator has

1 stated that it expects to incur additional amounts through the completion of its work and the
2 distribution of settlements fund with respect to additional claims received since DATE, in the
3 amount of \$. These costs have not previously been approved by the Court in connection with the
4 JLI settlement and do not include the additional expenses incurred through DATE.

5 The Court finds that such amounts are reasonable and authorizes the total payment (*i.e.*
6 including costs previously incurred and future costs) of up to \$ to the Class Settlement
7 Administrator in addition to what the Court previously approved, bringing the total amount of
8 costs approved for the Class Settlement Administrator for administering both the JLI Settlement
9 and the Altria Settlement to \$. In no event shall the Class Settlement Administrator receive
10 payment exceeding its actual, documented out-of-pocket costs.

11 **G. Other Effects of This Order**

12 No action taken by the Parties, either previously or in connection with the negotiations or
13 proceedings connected with the Altria Class Settlement Agreement, shall be deemed or construed
14 to be an admission of the truth or falsity of any claims or defenses heretofore made or an
15 acknowledgment or admission by any Party of any fault, liability or wrongdoing of any kind
16 whatsoever to any other Party. Neither the Altria Class Settlement Agreement nor any act
17 performed or document executed pursuant to or in furtherance of the Altria Settlement: (a) is or
18 may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim
19 made by the Settlement Class Members or Class Counsel, or of any wrongdoing or liability of the
20 persons or entities released under this Order and Judgment and the Altria Settlement Agreement,
21 or (b) is or may be deemed to be, or may be used as an admission of, or evidence of, any fault or
22 omission of any of the persons or entities released under this Order and Judgment and the Altria
23 Settlement Agreement, in any proceeding in any court, administrative agency, or other tribunal.
24 Altria's and the Released Parties' agreement not to oppose the entry of this Order and Judgment
25 shall not be construed as an admission or concession that class certification was or would be
26 appropriate in the litigation outside of the context of settlement or would be appropriate in any
27 other action.

1 Except as provided in this Order, Class Plaintiffs shall take nothing against the Released
2 Parties by the Released Claims. This Order shall constitute a final judgment binding the Parties
3 and Settlement Class Members with respect to the Released Claims.

4 No distributions shall be made the Altria Settlement Fund, and any account holding the
5 Altria Settlement Fund, without the written authorization of Class Counsel.

6 Defendants will have no role in, nor will they be held liable in any way for, the
7 determination of monetary relief to be accorded each Claimant. No Settlement Class Member or
8 any other person will sue or have any claim or cause of action against the Settlement Class
9 Representatives, Class Counsel or any person designated by Class Counsel, Co-Lead Counsel or
10 the Class Settlement Administrator arising from or relating to the Altria Settlement, the Released
11 Claims, the litigation, or determinations or distributions made substantially in accordance with the
12 Settlement or Orders of the Court, including this Final Approval Order and Judgment.

13 Without affecting the finality of the judgment hereby entered, the Court reserves exclusive
14 jurisdiction over the implementation of the Altria Class Settlement Agreement. In the event the
15 Effective Date does not occur in accordance with the terms of the Altria Class Settlement
16 Agreement, then this Order and any judgment entered thereon shall be rendered null and void and
17 shall be vacated, and in such event, all orders and judgments entered and releases delivered in
18 connection herewith shall be null and void and the Parties shall be returned to their respective
19 positions ex ante.

20 Without further order of the Court, the Parties may agree to reasonable extensions of time
21 to carry out any provisions of the Altria Settlement Agreement.

22 There is no just reason for delay in the entry of this Judgment, and immediate entry by the
23 Clerk of the Court is expressly directed.

24

25 Dated: _____, 2023

26

27

Hon. William H. Orrick
U.S. District Judge

28

EXHIBIT 14

INFORMATION CONCERNING COMPARABLE SETTLEMENTS

	<i>In re American Express Financial Advisors Securities Litigation, No. 04 Cv. 1773 (DAB) (S.D.N.Y.)</i>	<i>Bentley v. LG Electronics U.S.A., Inc., No. 2:19-cv-13554-MCA-MAH (D. N.J.)</i>	<i>In re General Motors LLC Ignition Switch Litig., No. 14-MD-2543 (JMF) (S.D.N.Y.)</i>	<i>Weeks v. Google LLC, No. 5:18-CV-00801-NC, 2019 WL 8135563 (N.D. Cal. Dec. 13, 2019)</i>	<i>In re Lidoderm Antitrust Litig., No. 14-md-2521 (WHO) (N.D. Cal.)</i>
Total Settlement Fund	\$100 million	N.A. (Claims-Made Settlement)	\$155,600,000	\$7.25 million	\$104.5 million
Number of Class Members	Approximately 2.8 million	Approximately 1,550,000	Approximately 28 million	Approximately 800,000	Over 1 million
Potential Class Members to Whom Notice Was Sent	Approximately 2.8 million	Approximately 1.2 million	Approximately 27.5 million	596,361	44,403
Method(s) of Notice	Mail, Publication	Email, Mail, Online	Email, Mail, Press Release, Magazine	Email, Mail, Online	Email, Mail, Online, Publication
Number and Percentage of Claim Forms Submitted	1 million / 35%	112,205 / 7.2%	1,473,956 / 5.4%	41,971 / 5.25%	37,826 / 3% (many claim forms submitted on behalf of multiple class members)

	<i>In re American Express Financial Advisors Securities Litigation, No. 04 Cv. 1773 (DAB) (S.D.N.Y.)</i>	<i>Bentley v. LG Electronics U.S.A., Inc., No. 2:19-cv-13554-MCA-MAH (D. N.J.)</i>	<i>In re General Motors LLC Ignition Switch Litig., No. 14-MD-2543 (JMF) (S.D.N.Y.)</i>	<i>Weeks v. Google LLC, No. 5:18-CV-00801-NC, 2019 WL 8135563 (N.D. Cal. Dec. 13, 2019)</i>	<i>In re Lidoderm Antitrust Litig., No. 14-md-2521 (WHO) (N.D. Cal.)</i>
Average Recovery Per Class Member	\$8, \$20, \$65, or \$75 per claim depending on claim group	Approximately \$375 per approved claim	\$48.72 - \$146.15 per approved claim depending on claim group	\$142.76	\$133,977.12 (businesses) \$243.95 (consumers)
Amounts Distributed to Cy Pres Recipients, If Any	N.A.	N.A.	N.A.	N.A.	\$4,687.45
Administrative Costs	Approximately \$15 million (paid by Defendant)	Paid by Defendant	\$14,681,475.84	\$310,000	\$590,344.94

	<i>In re American Express Financial Advisors Securities Litigation</i> , No. 04 Cv. 1773 (DAB) (S.D.N.Y.)	<i>Bentley v. LG Electronics U.S.A., Inc.</i> , No. 2:19-cv-13554-MCA-MAH (D. N.J.)	<i>In re General Motors LLC Ignition Switch Litig.</i> , No. 14-MD-2543 (JMF) (S.D.N.Y.)	<i>Weeks v. Google LLC</i> , No. 5:18-CV-00801-NC, 2019 WL 8135563 (N.D. Cal. Dec. 13, 2019)	<i>In re Lidoderm Antitrust Litig.</i> , No. 14-md-2521 (WHO) (N.D. Cal.)
Attorneys' Fees and Costs	Fees: \$27 Million Costs: \$597,000	Fees: \$5.5M Base fee + one-third of the amount claimed by Settlement Class Members, excluding the first 16,500 claims Costs: \$375,000	Fees: \$24,585,272.06 Costs: \$9,914,727.94	Fees: \$2.175 Million Costs: \$364,855.97	Fees: \$35,162,244.35 Costs: \$3,563,118.06
Injunctive and Non-Monetary Relief, If Any	Injunctive: Improvements to Financial Advice Trainings, Policies, and Protocols Non-Monetary: N.A.	Injunctive: Warranty Extension and enhancements Non-Monetary: N.A.	Injunctive: N.A. Non-Monetary: N.A.	Injunctive: N.A. Non-Monetary: N.A.	Injunctive: N.A. Non-Monetary: N.A.