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2
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4
5
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[Submitting Counsel on Signature Page]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

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

Case No. 19-md-02913-WHO

THIS DOCUMENT RELATES TO:
CLASS ACTIONS

**CONSOLIDATED CLASS ACTION
COMPLAINT**

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I. INTRODUCTION..... 1

II. PARTIES..... 5

 A. Plaintiffs..... 5

 B. Defendants 5

III. JURISDICTION AND VENUE..... 8

IV. FACTUAL ALLEGATIONS..... 8

 A. Each Defendant Was Instrumental in Seeking to Develop and Market the Blockbuster Sequel to Combustible Cigarettes, the “Most Successful Consumer Product of All Time.” 8

 B. Defendants’ Strategy Was to Create a Nicotine Product That Would Maximize Profits Through Addiction. 16

 1. Defendants Understood that the “Magic” Behind Cigarettes’ Stratospheric Commercial Success Was Nicotine Addiction. 16

 2. Following the Cigarette Industry Playbook, Defendants Sought to Market a Product that would Create and Sustain Nicotine Addiction, but Without the Stigma Associated with Cigarettes 19

 3. Defendants Sought to Position JLI for Acquisition by a Major Cigarette Company. 25

 C. JLI and Bowen Designed a Nicotine Delivery Device Intended to Create and Sustain Addiction..... 31

 1. JLI and Bowen Made Highly Addictive E-Cigarettes Easy for Young People and Non-Smokers to Inhale..... 31

 2. JLI’s Initial Experiments Measured Non-Smokers “Buzz” Levels and Perceptions of Throat Harshness 32

 3. JUULs Rapidly Deliver Substantially Higher Doses of Nicotine than Cigarettes. 35

 4. JLI and the Management Defendants Knew That JUUL was Unnecessarily Addictive Because It Delivered More Nicotine Than Smokers Needed or Wanted..... 42

 5. JUUL’s Design Did Not Look Like a Cigarette, Making it Attractive to Non-Smokers and Easy for Young People to Use Without Detection. ... 44

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 6. JLI Enticed Newcomers to Nicotine with Kid-Friendly Flavors Without Ensuring the Flavoring Additives Were Safe for Inhalation. 48
 - a. JIL Develops Flavored JUUL Products That Would Appeal to Youth..... 48
 - b. Defendants Developed and Promoted the Mint Flavor and Sought to Preserve its Market. 51
- D. Defendants Developed and Implemented a Marketing Scheme to Mislead Consumers into Believing that JUUL Products Contained Less Nicotine Than They Actually Do and Were Healthy and Safe..... 56
 - 1. The Defendants Knowingly Made False and Misleading Statements and Omissions Concerning JUUL’s Nicotine Content..... 56
 - 2. JLI, the Management Defendants, and Altria Transmitted, Promoted and Utilized Statements Concerning JUUL’s Nicotine Content that They Knew Was False and Misleading..... 61
 - 3. Defendants Used Food and Coffee Themes to Give False Impression that JUUL Products Were Safe and Healthy..... 66
 - 4. JLI’s “Make the Switch” Campaign Intentionally Misled and Deceived Users to Believe that JUUL Is a Cessation Device..... 70
 - 5. JLI, Altria, and Others in the E-Cigarette Industry Coordinated with Third-Party Groups to Mislead the Public About the Harms and Benefits of E-Cigarettes. 81
 - 6. Altria Falsely Stated That It Intended to Use Its Expertise in “Underage Prevention” Issues to JLI 89
- E. Defendants Targeted the Youth Market..... 90
 - 1. JLI Emulated the Marketing of Cigarette Companies. 91
 - 2. The Management Defendants Intentionally Marketed JUUL to Young People..... 93
 - 3. JLI Advertising Exploited Young People’s Psychological Vulnerabilities.96
 - 4. JLI Pushed the Vaporized Campaign Into Youth Targeted Channels... 101
 - a. JLI Placed Its Vaporized Ads on Youth Oriented Websites and Media. 101
 - b. JLI Used Influencers and Affiliates to Amplify Its Message to a Teenage Audience..... 103
 - c. JLI Used Viral Marketing Techniques Known to Reach Young People..... 106

1 5. JLI Targeted Youth Retail Locations..... 108

2 6. JLI Hosted Parties to Create a Youthful Brand and Gave Away Free

3 Products to Get New Consumers Hooked. 109

4 7. The Management Defendants’ Direction and Participation in the Youth

5 Marketing Schemes..... 112

6 a. The Management Defendants, and in particular Bowen, Monsees,

7 Pritzker, Huh, and Valani, oversaw the youth marketing scheme.112

8 b. Pritzker, Huh, and Valani Were Able to Direct and Participate in

9 the Youth Marketing Because They Seized Control of the JLI

10 Board of Directors..... 117

11 8. JLI and the Management Defendants Knew Their Efforts Were Wildly

12 Successful in Building a Youth Market and Took Coordinated Action to

13 Ensure That Youth Could Purchase JUUL Products. 120

14 a. JLI’s Strategy Worked. 120

15 b. JLI Closely Tracked Its Progress in Reaching Young Customers

16 through Social Media and Online Marketing..... 122

17 9. JLI Coordinates with Veratad Technologies To Expand Youth Access to

18 JUUL Products..... 125

19 10. JLI Engaged in a Sham “Youth Prevention” Campaign..... 133

20 11. The FDA Warned JUUL and Others That Their Conduct is Unlawful . 136

21 12. In Response to Regulatory Scrutiny, Defendants Misled the Public,

22 Regulators, and Congress that JLI Did Not Target Youth..... 138

23 F. Altria Provided Services to JLI to Expand JUUL Sales and Maintain JUUL’s

24 Position as the Dominant E-Cigarette..... 142

25 1. Before Altria’s Investment in JLI, Altria and JLI Exchanged Market

26 Information Pertaining to Key Decisions. 142

27 2. JLI, the Management Defendants and Altria Coordinated to Market

28 JUUL in Highly-Visible Retail Locations 144

 3. Altria Contributes to the Success of JLI’s and the Management

 Defendants’ Scheme Through a Range of Coordinated Activities..... 145

 G. JLI, Altria, and Others Have Successfully Caused More Young People to Start

 Using E-Cigarettes, Creating a Youth E-Cigarette Epidemic and Public Health

 Crisis. 149

 1. Defendants’ Scheme Caused Consumers to be Misled into Believing that

 JUUL was Safe and Healthy. 149

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2. Use of JUUL by Minors Has Skyrocketed 151

H. JLI Thrived Due to Extensive Efforts to Delay Meaningful Regulation of its Products..... 156

1. E-Cigarette Manufacturers Successfully Blocked the Types of Regulations that Reduced Cigarette Sales, Creating the Perfect Opportunity for JLI..... 156

2. JLI, the Management Defendants, and Altria Defendants Successfully Shielded the Popular Mint Flavor from Regulation..... 159

3. In Response to the Public Health Crisis Created by JUUL, the FDA Belatedly Tried to Slow the Epidemic..... 168

4. The Government’s Efforts to Address the JUUL Crisis Were Too Late and the Damage Has Already Been Done..... 169

I. JUUL Usage Increases the Risk of Cardiovascular, Pulmonary, Neurological, and Other Bodily Injuries..... 171

1. JUUL Products Cause Acute and Chronic Lung (Pulmonary) Injuries . 171

2. JUUL Products Cause Cardiovascular Injuries..... 177

3. JUUL Products Cause and Contribute to Seizure(s)..... 178

4. Animal Studies Demonstrate Carcinogenic Potential of JUUL..... 180

V. INTERSTATE AND INTRASTATE COMMERCE..... 181

VI. CLASS ACTION ALLEGATIONS..... 181

A. Nationwide Class 181

B. State Classes and Subclasses 181

C. Class Exclusions 187

D. Rule 23 Prerequisites 188

VII. CAUSES OF ACTION 189

A. Causes of Action Brought on Behalf of the Nationwide Class and the California Subclass 189

1. Violation of the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*)..... 189

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 2. Violation of the California Consumer Legal Remedies Act (Cal. Civ. Code § 1750, *et seq.*)..... 193
- 3. Violation of the California False Advertising Law (Cal. Bus. & Prof. Code § 17500, *et seq.*)..... 195
- 4. Common Law Fraud 197
- 5. Breach of the Implied Warranty of Merchantability..... 199
- 6. Unjust Enrichment 200
- B. Violations of the Racketeer Influenced and Corrupt Organizations Act (“RICO”) (18 U.S.C. § 1962(c))..... 201
 - 1. Description of the Nicotine Market Expansion Enterprise 202
 - 2. Conduct of the Nicotine Market Expansion Enterprise 204
 - 3. Pattern of Racketeering Activity..... 208
 - 4. Harm to Plaintiffs..... 216
- C. Violations of the Racketeer Influenced and Corrupt Organizations Act (“RICO”) (18 U.S.C. § 1962(d))..... 218
- D. Violation of the Magnuson-Moss Warranty Act (15 U.S.C. §§ 2301, *et seq.*).. 220
- E. Causes of Action Brought on Behalf of the State Classes 222
 - 1. Alabama 222
 - a. Violation of the Alabama Deceptive Trade Practices Act (Ala. Code § 8-19-1, *et seq.*)..... 222
 - b. Common Law Fraud 225
 - c. Breach of the Implied Warranty of Merchantability..... 227
 - d. Unjust Enrichment 229
 - 2. Alaska 230
 - a. Violation of the Alaska Unfair Trade Practices and Consumer Protection Act (Alaska Stat. § 45.50.471, *et seq.*) 230
 - b. Common Law Fraud 234
 - c. Breach of the Implied Warranty of Merchantability..... 236
 - d. Unjust Enrichment 237
 - 3. Arizona..... 239

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- a. Violation of the Arizona Consumer Fraud Act (Ariz. Rev. Stat. § 44-1521, *et seq.*)..... 239
- b. Common Law Fraud 242
- c. Breach of the Implied Warranty of Merchantability..... 244
- d. Unjust Enrichment 245
- 4. Arkansas..... 247
 - a. Violation of the Arkansas Deceptive Trade Practices Act (Ark. Code § 4-88-101, *et seq.*)..... 247
 - b. Common Law Fraud 250
 - c. Breach of the Implied Warranty of Merchantability..... 252
 - d. Unjust Enrichment 254
- 5. Colorado..... 255
 - a. Violation of the Colorado Consumer Protection Act (Colo. Rev. Stat. § 6-1-101, *et seq.*)..... 255
 - b. Common Law Fraud 258
 - c. Breach of the Implied Warranty of Merchantability..... 260
 - d. Unjust Enrichment 262
- 6. Connecticut 263
 - a. Violation of the Connecticut Unfair Trade Practices Act (Conn. Gen. Stat. § 42-110a, *et seq.*)..... 263
 - b. Common Law Fraud 266
 - c. Breach of the Implied Warranty of Merchantability..... 268
 - d. Unjust Enrichment 270
- 7. Delaware 271
 - a. Violation of the Delaware Consumer Fraud Act (Del. Code tit. 6 § 2511, *et seq.*)..... 271
 - b. Violation of the Delaware Deceptive Trade Practices Act (Del. Code tit. 6 § 2531, *et seq.*) 273
 - c. Common Law Fraud 276
 - d. Breach of the Implied Warranty of Merchantability..... 278
 - e. Unjust Enrichment 280
- 8. District of Columbia 281
 - a. Violation of the D.C. Consumer Protection Procedures Act (D.C. Code § 28-3901, *et seq.*) 281

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

b.	Common Law Fraud	284
c.	Breach of the Implied Warranty of Merchantability.....	286
d.	Unjust Enrichment	288
9.	Florida.....	289
a.	Violation of the Florida Deceptive and Unfair Trade Practices Act (Fla. Stat. § 501.201, <i>et seq.</i>)	289
b.	Violation of the Florida False Advertising Law (Fla. Stat. §§ 817.06 and 817.41, <i>et seq.</i>)	292
c.	Common Law Fraud	295
d.	Breach of the Implied Warranty of Merchantability.....	297
e.	Unjust Enrichment	298
10.	Georgia.....	299
a.	Violation of the Georgia Uniform Deceptive Trade Practices Act (Ga. Code § 10-1-370, <i>et seq.</i>).....	299
b.	Violation of the Georgia Fair Business Practices Act (Ga. Code § 10-1-390, <i>et seq.</i>)	302
c.	Common Law Fraud	305
d.	Breach of the Implied Warranty of Merchantability.....	308
e.	Unjust Enrichment	309
11.	Hawaii.....	310
a.	Violation of the Hawaii Unfair and Deceptive Trade Practices Act (Haw. Rev. Stat. § 480-1, <i>et seq.</i>)	310
b.	Violation of the Hawaii Uniform Deceptive Trade Practice Act (Haw. Rev. Stat. § 481A-1, <i>et seq.</i>)	313
c.	Common Law Fraud	316
d.	Breach of the Implied Warranty of Merchantability.....	318
e.	Unjust Enrichment	319
12.	Idaho	321
a.	Violation of the Idaho Consumer Protection Act (Idaho Code § 48-601, <i>et seq.</i>).....	321
b.	Common Law Fraud	324
c.	Breach of the Implied Warranty of Merchantability.....	326
d.	Unjust Enrichment	328
13.	Illinois	329

1	a.	Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act (815 Ill. Comp. Stat. § 505/1, <i>et seq.</i>).....	329
2	b.	Common Law Fraud	332
3	c.	Breach of the Implied Warranty of Merchantability.....	334
4	d.	Unjust Enrichment	336
5	14.	Indiana.....	337
6	a.	Violation of Indiana’s Deceptive Consumer Sales Act (Ind. Code §§ 24-5-0.5-1, <i>et seq.</i>).....	337
7	b.	Common Law Fraud	341
8	c.	Breach of the Implied Warranty of Merchantability.....	343
9	d.	Unjust Enrichment	344
10	15.	Iowa.....	346
11	a.	Violation of the Iowa Consumer Fraud Act (Iowa Code § 714H.1, <i>et seq.</i>).....	346
12	b.	Common Law Fraud	349
13	c.	Breach of the Implied Warranty of Merchantability.....	351
14	d.	Unjust Enrichment	352
15	16.	Kansas.....	353
16	a.	Violation of Kansas Consumer Protection Act (Kan. Stat. Ann. § 50-623, <i>et seq.</i>).....	354
17	b.	Common Law Fraud	357
18	c.	Breach of the Implied Warranty of Merchantability.....	359
19	d.	Unjust Enrichment	361
20	17.	Kentucky.....	362
21	a.	Violation of Kentucky Consumer Protection Act (Ky. Rev. Stat. Ann. § 367.110, <i>et seq.</i>).....	362
22	b.	Common Law Fraud	365
23	c.	Breach of the Implied Warranty of Merchantability.....	367
24	d.	Unjust Enrichment	369
25	18.	Louisiana.....	370
26	a.	Violation of Louisiana Unfair Trade Practices and Consumer Protection Law (La. Rev. Stat. Ann. § 51:1401, <i>et seq.</i>).....	370
27	b.	Common Law Fraud	373
28	c.	Breach of the Implied Warranty of Merchantability.....	375

1		d. Unjust Enrichment	377
2	19.	Maine	378
3		a. Violation of Maine Unfair Trade Practices Act (5 M.R.S.A.	
4		§ 205-A, <i>et seq.</i>).....	378
5		b. Violation of Maine Uniform Deceptive Trade Practices Act (10	
6		M.R.S.A. § 1211, <i>et seq.</i>).....	381
7		c. Common Law Fraud	384
8		d. Breach of the Implied Warranty of Merchantability.....	386
9		e. Unjust Enrichment	387
10	20.	Maryland.....	388
11		a. Violation of Maryland Consumer Protection Act (Md. Code Ann.	
12		Com. Law § 13-101, <i>et seq.</i>).....	389
13		b. Common Law Fraud	392
14		c. Breach of the Implied Warranty of Merchantability.....	394
15		d. Unjust Enrichment	396
16	21.	Massachusetts	397
17		a. Violation of Massachusetts Regulation of Business Practice and	
18		Consumer Protection Act (M.G.L.A. 93A, § 1, <i>et seq.</i>)	397
19		b. Common Law Fraud	400
20		c. Breach of the Implied Warranty of Merchantability.....	402
21		d. Unjust Enrichment	404
22	22.	Michigan	405
23		a. Violation of Michigan Consumer Protection Act (M.C.L.A.	
24		§ 445.901, <i>et seq.</i>).....	405
25		b. Common Law Fraud	408
26		c. Breach of the Implied Warranty of Merchantability.....	410
27		d. Unjust Enrichment	411
28	23.	Minnesota.....	412
		a. Violation of Minnesota Prevention of Consumer Fraud Act (Minn.	
		Stat. § 325F.69).....	412
		b. Violation of Minnesota False Statement in Advertising Law	
		(Minn. Stat. § 325F.67).....	415
		c. Violation of Minnesota Deceptive Trade Practices Act (Minn.	
		Stat. § 325D.43, <i>et seq.</i>).....	418

1	d.	Common Law Fraud	420
2	e.	Breach of the Implied Warranty of Merchantability.....	422
3	f.	Unjust Enrichment	423
4	24.	Mississippi	425
5	a.	Violation of Mississippi Consumer Protection Act (Miss. Code Ann. § 75-24-1, <i>et seq.</i>)	425
6	b.	Common Law Fraud	427
7	c.	Breach of the Implied Warranty of Merchantability.....	429
8	d.	Unjust Enrichment	431
9	25.	Missouri	432
10	a.	Violation of Missouri Merchandising Practices Act (Mo. Rev. Stat. § 407.010, <i>et seq.</i>).....	432
11	b.	Common Law Fraud	435
12	c.	Breach of the Implied Warranty of Merchantability.....	437
13	d.	Unjust Enrichment	439
14	26.	Montana	440
15	a.	Violation of Montana Unfair Trade Practices and Consumer Protection Act (Mont. Code Ann. § 30-14-101, <i>et seq.</i>).....	440
16	b.	Common Law Fraud	443
17	c.	Breach of the Implied Warranty of Merchantability.....	445
18	d.	Unjust Enrichment	446
19	27.	Nebraska	447
20	a.	Violation of the Nebraska Consumer Protection Act (Neb. Rev. Stat. §§ 59-1601, <i>et seq.</i>)	448
21	b.	Violation of the Nebraska Uniform Deceptive Trade Practices Act (Neb. Rev. Stat. §§ 87-301, <i>et seq.</i>).....	451
22	c.	Common Law Fraud	453
23	d.	Breach of the Implied Warranty of Merchantability.....	455
24	e.	Unjust Enrichment	457
25	28.	Nevada	458
26	a.	Violation of the Nevada Deceptive Trade Practices Act (Nev. Rev. Stat. §§ 598.0903, <i>et seq.</i>)	458
27	b.	Common Law Fraud	461
28	c.	Breach of the Implied Warranty of Merchantability.....	463

1	d.	Unjust Enrichment	465
2	29.	New Hampshire	466
3	a.	Violation of the New Hampshire Regulation of Business Practices for Consumer Protection (N.H. Rev. Stat. §§ 358-A:1, <i>et seq.</i>)	466
4	b.	Common Law Fraud	469
5	c.	Breach of the Implied Warranty of Merchantability.....	471
6	d.	Unjust Enrichment	473
7	30.	New Jersey	474
8	a.	Common Law Fraud	474
9	b.	Breach of the Implied Warranty of Merchantability.....	476
10	c.	Unjust Enrichment	478
11	31.	New Mexico.....	479
12	a.	Violation of the New Mexico Unfair Trade Practices Act (N.M. Stat. § 57-12-1)	479
13	b.	Common Law Fraud	482
14	c.	Breach of the Implied Warranty of Merchantability.....	485
15	d.	Unjust Enrichment	486
16	32.	New York.....	487
17	a.	Violation of New York General Business Law § 349	487
18	b.	Violation of New York General Business Law § 350	490
19	c.	Common Law Fraud	492
20	d.	Breach of the Implied Warranty of Merchantability.....	494
21	e.	Unjust Enrichment	496
22	33.	North Carolina	497
23	a.	Violation of the North Carolina Unfair & Deceptive Trade Practices Act (N.C. Gen. Stat. §§ 75-1.1, <i>et seq.</i>).....	497
24	b.	Common Law Fraud	500
25	c.	Breach of the Implied Warranty of Merchantability.....	502
26	d.	Unjust Enrichment	504
27	34.	North Dakota.....	505
28	a.	Violation of North Dakota Consumer Fraud Act (N.D. Cent. Code § 51-15-01, <i>et seq.</i>)	505

1	b.	Violation of North Dakota False Advertising Law (N.D. Cent. Code § 51-12-08)	508
2			
3	c.	Common Law Fraud	510
4	d.	Breach of the Implied Warranty of Merchantability.....	513
5	e.	Unjust Enrichment	514
6	35.	Ohio.....	515
7			
8	a.	Violation of the Ohio Consumer Sales Practices Act (Ohio Rev. Code Ann. §§ 1345.01, <i>et seq.</i>).....	515
9	b.	Violation of the Ohio Deceptive Trade Practices Act (Ohio Rev. Code §§ 4165.01 - .04)	519
10	c.	Common Law Fraud	521
11	d.	Breach of the Implied Warranty of Merchantability.....	523
12	e.	Unjust Enrichment	524
13	36.	Oklahoma.....	526
14			
15	a.	Violation of the Oklahoma Consumer Protection Act (Okla. Stat. tit. 15, §§ 751, <i>et seq.</i>).....	526
16	b.	Violation of the Oklahoma Deceptive Trade Practices Act (Okla. Stat. tit. 78, §§ 51, <i>et seq.</i>)	529
17	c.	Common Law Fraud	531
18	d.	Breach of the Implied Warranty of Merchantability.....	533
19	e.	Unjust Enrichment	535
20	37.	Oregon.....	536
21			
22	a.	Violation of the Oregon Unfair Trade Practices Act (Or. Rev. Stat. §§ 646.605, <i>et seq.</i>).....	536
23	b.	Common Law Fraud	539
24	c.	Breach of the Implied Warranty of Merchantability.....	541
25	d.	Unjust Enrichment	543
26	38.	Pennsylvania	544
27			
28	a.	Violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law (73 Pa. Stat. Ann. §§ 201-1, <i>et seq.</i>).....	544
	b.	Common Law Fraud	547
	c.	Breach of the Implied Warranty of Merchantability.....	549
	d.	Unjust Enrichment	550
	39.	Rhode Island	551

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- a. Violation of the Rhode Island Unfair Trade Practice and Consumer Protection Act (6 R.I. Gen. Laws §§ 13.1-1, *et seq.*) 551
- b. Common Law Fraud 555
- c. Breach of the Implied Warranty of Merchantability..... 557
- d. Unjust Enrichment 558
- 40. South Carolina 559
 - a. Violation of the South Carolina Unfair Trade Practices Act (S.C. Code Ann. §§ 39-5-10, *et seq.*)..... 559
 - b. Common Law Fraud 562
 - c. Breach of the Implied Warranty of Merchantability..... 565
 - d. Unjust Enrichment 566
- 41. South Dakota..... 567
 - a. Violation of the South Dakota Deceptive Trade Practices and Consumer Protection Act (S.D. Codified Laws §§ 37-24-1, *et seq.*)..... 567
 - b. Common Law Fraud 570
 - c. Breach of the Implied Warranty of Merchantability..... 572
 - d. Unjust Enrichment 574
- 42. Tennessee..... 575
 - a. Violation of the Tennessee Consumer Protection Act (Tenn. Code Ann. §§ 47-18-101, *et seq.*) 575
 - b. Common Law Intentional Misrepresentation 578
 - c. Breach of the Implied Warranty of Merchantability..... 580
 - d. Unjust Enrichment 582
- 43. Texas..... 583
 - a. Violation of the Texas Deceptive Trade Practices-Consumer Protection Act (Tex. Bus. & Com. Code §§ 17.41, *et seq.*)..... 583
 - b. Common Law Fraud 586
 - c. Breach of the Implied Warranty of Merchantability..... 589
 - d. Unjust Enrichment 590
- 44. Utah..... 591
 - a. Violation of the Utah Consumer Sales Practices Act (Utah Code Ann. §§ 13-11-1, *et seq.*) 591

1	b.	Violation of the Utah Truth in Advertising Law (Utah Code Ann. §§ 13-11a-1, <i>et seq.</i>).....	594
2			
3	c.	Common Law Fraud	596
4	d.	Breach of the Implied Warranty of Merchantability.....	599
5	e.	Unjust Enrichment	600
6	45.	Vermont	601
7	a.	Violation of the Vermont Consumer Protection Act (Vt. Stat. Ann. tit. 9 §§ 2451, <i>et seq.</i>).....	601
8	b.	Common Law Fraud	604
9	c.	Breach of the Implied Warranty of Merchantability.....	606
10	d.	Unjust Enrichment	608
11	46.	Virginia	609
12	a.	Violation of the Virginia Consumer Protection Act (Va. Code Ann. § 59.1-196, <i>et seq.</i>).....	609
13	b.	Common Law Fraud	612
14	c.	Breach of the Implied Warranty of Merchantability.....	614
15	d.	Unjust Enrichment	616
16	47.	Washington	617
17	a.	Violation of the Washington Consumer Protection Act (Wash. Rev. Code §§ 19.86.010, <i>et seq.</i>).....	617
18	b.	Common Law Fraud	620
19	c.	Breach of the Implied Warranty of Merchantability.....	622
20	d.	Unjust Enrichment	624
21	48.	West Virginia.....	625
22	a.	Violation of the West Virginia Consumer Credit and Protection Act (W. Va. Code §§ 46A-6-101, <i>et seq.</i>)	625
23	b.	Common Law Fraud	628
24	c.	Breach of the Implied Warranty of Merchantability.....	630
25	d.	Unjust Enrichment	631
26	49.	Wisconsin.....	632
27	a.	Violation of the Wisconsin Deceptive Trade Practices Act (Wis. Stat. § 100.18).....	633
28	b.	Common Law Fraud	635
	c.	Breach of the Implied Warranty of Merchantability.....	637

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24
25
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27
28

d. Unjust Enrichment 638

50. Wyoming..... 640

a. Violation of the Wyoming Consumer Protection Act (Wyo. Stat. Ann. §§ 40-12-101, *et seq.*) 640

b. Common Law Fraud 643

c. Breach of the Implied Warranty of Merchantability..... 645

d. Unjust Enrichment 647

VIII. PRAYER FOR RELIEF 648

IX. RELIEF NOT REQUESTED AND RESERVATION OF RIGHTS 649

X. DEMAND FOR JURY TRIAL..... 649

1 **I. INTRODUCTION**

2 1. The battle to end nicotine addiction and its associated diseases and death has
3 consumed our nation’s public health resources for more than half a century. After five decades
4 of tireless efforts by public health advocates, litigators, and regulators, the war on tobacco was
5 on the path to victory. By 2014, rates of smoking and nicotine addiction in this country were
6 finally at an all-time low, particularly among teenagers. Until now. The United States, closer
7 than ever to consigning the nicotine industry to the dustbin of history, now faces a youth
8 nicotine epidemic of historic proportions. The swift rise in a new generation of nicotine addicts
9 has overwhelmed parents, schools, and the medical community, drawing governmental
10 intervention at nearly every level—but it’s too little, too late.

11 2. This public health crisis is no accident. What had been lauded as progress in
12 curbing cigarette use, JUUL Labs Inc.’s (JLI) co-founders Adam Bowen and James Monsees
13 viewed as opportunity. Seizing on the decline in cigarette consumption and the lax regulatory
14 environment for e-cigarettes, Bowen, Monsees, and investors in their company sought to
15 introduce nicotine to a whole new generation, with JLI as the dominant supplier. To achieve
16 that common purpose, they knew they would need to create and market a product that would
17 make nicotine cool again, without any of the stigma associated with cigarettes. With help from
18 their early investors and board members, who include Nicolas Pritzker, Huyoung Huh, and Riaz
19 Valani (together, the “Management Defendants”), they succeeded in hooking millions of youth,
20 intercepting millions of adults trying to overcome their nicotine addictions, and, of course,
21 earning billions of dollars in profits.

22 3. Every step of the way, JLI, by calculated intention, adopted the cigarette
23 industry’s playbook, in coordination with one of that industry’s innovators, cigarette giant
24 Altria. JLI was created in the image of the iconic American cigarette companies, which JLI
25 founders praised for creating “the most successful consumer product of all time. . . . an amazing
26 product.” The secret to that “amazing product”? Nicotine, a chemical that has deleterious
27 effects on the developing brains of youths, and is the fundamental reason that people persist in
28 using tobacco products posing the risk of pulmonary injuries, cardiovascular disease and other

1 serious, often fatal, conditions. Through careful study of decades of cigarette industry
2 documents, JLI knew that the key to developing and sustaining addiction was the amount and
3 the efficiency of the nicotine delivery.

4 4. Three tactics were central to decades of cigarette industry market dominance:
5 product design to maximize addiction; mass deception; and targeting of youth. JLI and its co-
6 conspirators adopted and mastered them all. *First*, JLI and Bowen designed JUUL products to
7 create and sustain addiction, not break it. JLI and Bowen were the first to design an e-cigarette
8 that could compete with combustible cigarettes on the speed and strength of nicotine delivery.
9 Indeed, JUUL products use nicotine formulas and delivery methods much stronger than
10 combustible cigarettes, confirming that what JLI and Bowen designed was a starter product, not
11 a cessation or cigarette replacement product. JLI and Bowen also innovated by making an e-
12 cigarette that was smooth and easy to inhale, practically eliminating the harsh “throat hit,”
13 which otherwise deters nicotine consumption, especially among nicotine “learners,” as R.J.
14 Reynolds’ chemist Claude Teague called new addicts, primarily young people.

15 5. *Second*, JLI, the Management Defendants and Altria engaged in a campaign of
16 deceit, through sophisticated mass media and social media communications, advertisements and
17 otherwise, about the purpose and dangers of JUUL products. JUUL products’ packaging and
18 advertising grossly understates the nicotine content in its products. Advertising campaigns
19 featured JUUL paired with food and coffee, positioning JUUL as part of a healthy meal, a
20 normal part of a daily routine, and as safe as caffeine. In partnership with Altria, JLI adopted a
21 “Make the Switch” campaign to mislead consumers into thinking that JLI products were benign
22 smoking cessation devices, even though JUUL was never designed to break addictions. JLI, the
23 Management Defendants, and Altria also concealed the results of studies that revealed that
24 JUUL products were far more powerfully addictive than was disclosed. JLI’s deceptive
25 marketing scheme was carried out across the country through broad distribution channels:
26 veteran cigarette industry wholesalers, distributors and retailers ensured that JUUL products
27 would become widely available to a new market of nicotine-newcomers, especially youth. JLI
28 and the Management Defendants joined with these veteran cigarette industry marketers to

1 secure premium shelf space for vivid displays at convenience stores, like 7-11, and gas stations,
2 including Chevron, that would lure e-cigarette users, young and old, who would become long-
3 term customers. These marketing efforts have been resounding successes—when JUUL
4 products were climbing in sales, most adults and youth believed that e-cigarettes did not contain
5 nicotine at all.

6 6. *Third*, JLI and the Management Defendants, just like cigarette companies before
7 them, targeted kids as their customer base. One of JLI’s [REDACTED] was the need to [REDACTED]
8 [REDACTED] JUUL products were designed to appear slick and high-tech like a cool
9 gadget, including video-game-like features like “party mode.” JLI offered kid-friendly flavors
10 like mango and cool mint, and partnered with Altria to create and preserve the market for mint-
11 flavored products—all because Defendants knew that flavors get young people hooked. Under
12 the guise of youth smoking prevention, JLI sent representatives directly to schools to study
13 teenager e-cigarette preferences.

14 7. JLI and the Management Defendants reached their intended demographic
15 through a diabolical pairing of notorious cigarette company advertising techniques (long banned
16 for cigarettes because they cause young people to start smoking) with cutting-edge viral
17 marketing campaigns and social media. They hired young models and advertised using bright,
18 “fun” themes, including on media long barred to the cigarette industry, such as billboards, on
19 children’s websites such as “Nick Junior” and Cartoon Network, and on websites providing
20 games and educational tools to students in middle school and high school. JLI and the
21 Management Defendants also employed young social-media “influencers” and celebrities
22 popular with teenagers. When regulators and Congress caught onto JLI’s relentless focus on
23 children, JLI and the Management Defendants simply lied, even though they knew well that
24 they had purposefully targeted youth in their marketing and those efforts had been
25 breathtakingly successful. JUUL products are rampant in the nation’s schools, with the
26 percentage of 12th graders who reported consuming nicotine almost doubling between 2017 and
27 2018. The Surgeon General has warned that this new “epidemic of youth e-cigarette use” could
28 condemn a generation to “a lifetime of nicotine addiction and associated health risks.”

1 8. It should come as little surprise that JLI and the Management Defendants’
2 misconduct, expressly patterned after decades of cigarette company practices, could not have
3 been carried out without the involvement and expertise of an actual cigarette company. Well
4 before Altria announced its investment in JUUL, the connections between the two companies
5 ran deep. JLI and Altria collaborated to grow the e-cigarette market and the number of users
6 addicted to nicotine, including by sharing data and information and coordinating marketing
7 activities, including acquisition of key shelf space next to top-selling Marlboro cigarettes.
8 Altria’s investment in JLI is not merely a financial proposition, but a key element of
9 Defendants’ plan to stave off regulation and keep their most potent and popular products on the
10 market. JLI has benefitted from Altria’s expertise in designing and marketing addictive
11 products, and in thwarting regulation.

12 9. There is no doubt about it—JLI, the Management Defendants, Altria, and their
13 co-Defendants have created this public health crisis. At the heart of this disastrous epidemic are
14 the concerted efforts of JLI, its co-conspirators, and all those in JUUL’s supply and distribution
15 chain to continuously expand their market share and profits by preying upon a vulnerable young
16 population and deceiving the public about the true nature of the products they were selling.
17 Nicotine is not benign like coffee, contrary to what many JUUL users believe. Nor is the aerosol
18 as harmless as puffing room air. Worse, the flavors in JUUL products are themselves toxic and
19 dangerous, and have never been adequately tested to ensure they are safe for inhalation.
20 According to the most recent scientific literature, JUUL products cause acute and chronic
21 pulmonary injuries, cardiovascular conditions, and seizures. Yet JUUL products and advertising
22 contain no health risk warnings at all. Many smokers, believing that JUUL would help them
23 “make the switch,” ended up only further trapped in their nicotine addiction. Older adults who
24 switch to JUUL are more susceptible to cardiovascular and pulmonary problems, and CDC data
25 shows that older patients hospitalized due to vaping lung related conditions had much longer
26 hospital stays than younger patients. And a generation of kids is now hooked, ensuring long-
27 term survival of the nicotine industry because, today just as in the 1950s, 90% of smokers start
28 as children.

1 10. Hundreds of individual and class actions have been filed in state and federal
2 courts on behalf of the countless victims of JUUL’s e-cigarettes. On August 10, 2019, the
3 Judicial Panel on Multidistrict Litigation consolidated all such actions then pending for pretrial
4 purposes in this Court. *See In re Juul Labs, Inc., Marketing, Sales Practices, and Products*
5 *Liability Litigation*, 396 F.Supp.3d 1366 (J.P.M.L. 2019). On January 13, 2020, this Court
6 directed the filing of Master Complaints on behalf of the Plaintiffs. ECF No. 351. Plaintiffs
7 submit this Consolidated Class Action Complaint seeking compensatory and punitive damages,
8 restitution, disgorgement, and other relief arising from the conduct alleged in this complaint

9 **II. PARTIES**

10 **A. Plaintiffs**

11 11. Allegations specific to each plaintiff are included in Appendix A.

12 **B. Defendants**

13 12. Defendant JUUL Labs, Inc. (“JLI”) is a Delaware corporation, having its
14 principal place of business in San Francisco, California. Ploom, Inc., a predecessor company to
15 JLI, was incorporated in Delaware on March 12, 2007. In 2015, Ploom, Inc. changed its name to
16 PAX Labs, Inc. In April 2017, PAX Labs, Inc. changed its name to JUUL Labs, Inc., and
17 formed a new subsidiary corporation with its old name, PAX Labs, Inc. That new subsidiary,
18 PAX Labs, Inc. (“PAX”), was incorporated in Delaware on April 21, 2017 and has its principal
19 place of business in San Francisco, California.

20 13. JUUL, designs, manufactures, sells, markets, advertises, promotes and distributes
21 JUUL e-cigarettes devices, JUUL pods and accessories (collectively “JUUL” or “JUUL
22 products”). Prior to the formation of separate entities PAX Labs, Inc. and JLI in or around April
23 2017, JUUL designed, manufactured, sold, marketed, advertised, promoted, and distributed
24 JUUL under the name PAX Labs, Inc.

25 14. Together with its predecessors, JUUL Labs, Inc is referred to herein as “JLI.”

26 15. Defendant ALTRIA GROUP, INC., (together with its wholly owned subsidiaries
27 and their predecessors, “Altria” or the “Altria Defendants”) is a Virginia corporation, having its
28 principal place of business in Richmond, Virginia. Altria is one of the world’s largest producers

1 and marketers of tobacco products, manufacturing and selling combustible cigarettes for more
2 than a century. Defendant Philip Morris USA, Inc. (“Philip Morris”), is a wholly-owned
3 subsidiary of Altria. Philip Morris is also a Virginia corporation that has its principal place of
4 business in Richmond, Virginia. Philip Morris is engaged in the manufacture and sale of e-
5 cigarettes in the United States. Philip Morris is the largest cigarette company in the United
6 States. Marlboro, the principal cigarette brand of Philip Morris, has been the largest selling
7 cigarette brand in the United States for over 40 years.

8 16. On December 20, 2018, Altria purchased a 35% stake in JLI. Altria and JLI
9 executed a Services Agreement that provides that Altria, through its subsidiaries, Philip Morris,
10 Altria Client Services LLC, and Altria Group Distribution Company, would assist JLI in the
11 selling, marketing, promoting, and distributing of JUUL, among other things.

12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED] Altria Group Distribution
19 Company [REDACTED]
20 [REDACTED]

21 19. Defendant James Monsees is a resident of the San Francisco Bay Area. In 2007,
22 he co-founded Ploom with Adam Bowen. He served as Chief Executive Officer of JLI until
23 October 2015. Since October 2015, he has been Chief Product Officer of JLI. At all relevant
24 times, he has been a member of the Board of Directors of JLI.

25 20. Defendant Adam Bowen is a resident of the San Francisco Bay Area. In 2007, he
26 co-founded Ploom with Monsees. At all relevant times, he has been Chief Technology Officer
27 and a member of the Board of Directors of JLI.

28 21. Defendant Nicholas Pritzker is a resident of San Francisco, California, and a

1 member of the Pritzker family, which owned the chewing-tobacco giant Conwood before selling
2 it to Reynolds American, Inc., a subsidiary of British American Tobacco. Pritzker received a
3 J.D. from the University of Chicago. He served as president of the Hyatt Hotels Corporation and
4 was a member of its Board of Directors from 1980 to 2007. More recently, he co-founded Tao
5 Capital, an early investor in, among other companies, Tesla Motors and Uber. In 2007, he
6 invested in JLI.¹ [REDACTED]

7 [REDACTED]
8 [REDACTED]
9 [REDACTED]³

10 22. Defendant Hoyoung Huh lives and works in the Silicon Valley area. He holds an
11 M.D. from Cornell and a Ph.D. in Genetics/Cell Biology from Cornell/Sloan-Kettering. He has
12 been CEO or a Board member of numerous biotechnology businesses, including Geron
13 Corporation. Huh has been on the Board of Directors of JLI since at least June 2015. [REDACTED]

14 [REDACTED]
15 [REDACTED]

16 23. Defendant Riaz Valani lives near San Jose and is a general partner at Global
17 Asset Capital, a San Francisco-based private equity investment firm. He has been on the Board
18 of Directors of JLI since at least May 2011.⁵ [REDACTED]

19 [REDACTED]
20 [REDACTED]⁶

22 _____
23 ¹ Ainsley Harris, How JUUL went from a Stanford thesis to \$16 billion startup, Fast Company
24 (March 8, 2020 4:11PM PST), [https://www.fastcompany.com/90263212/how-JUUL-went-](https://www.fastcompany.com/90263212/how-JUUL-went-from-a-stanford-thesis-to-16-billion-startup)
25 [from-a-stanford-thesis-to-16-billion-startup](https://www.fastcompany.com/90263212/how-JUUL-went-from-a-stanford-thesis-to-16-billion-startup)

26 ² INREJUUL_00371187

27 ³ INREJUUL_00327603.

28 ⁴ INREJUUL_00327603.

⁵ Ploom, Inc., Notice of Exempt Offering of Securities (Form D) (May, 5 2011),
https://www.sec.gov/Archives/edgar/data/1520049/000152004911000001/xslFormDX01/primary_doc.xml

⁶ INREJUUL_00327603.

1 24. Defendants Monsees, Bowen, Pritzker, Huh, and Valani are referred to
2 collectively as the “Management Defendants.”

3 25. Defendants JLI, the Altria Defendants, Monsees, Bowen, Pritzker, Huh, and
4 Valani are referred to collectively as the “RICO Defendants.”

5 **III. JURISDICTION AND VENUE**

6 26. This Court has subject matter jurisdiction pursuant to the Class Action Fairness
7 Act of 2005, 28 U.S.C. § 1332(d), because at least one class member is of diverse citizenship
8 from one Defendant, there are more than 100 class members nationwide; and the aggregate
9 amount in controversy exceeds \$5,000,000 and minimal diversity exists.

10 27. Defendants JUUL and the Altria Defendants have significant contacts in each
11 States and Territories of the United States, such that personal jurisdiction would be proper in
12 any of them. Defendants Monsees, Bowen, Pritzker, Huh, and Valani reside within the Northern
13 District of California and are subject to the general jurisdiction of this Court.

14 28. A substantial part of the events and omissions giving rise to Plaintiffs’ causes of
15 action occurred in and/or emanated from this District. Pursuant to 28 U.S.C. § 1391(a), venue is
16 proper in said District.

17 **IV. FACTUAL ALLEGATIONS**

18 **A. Each Defendant Was Instrumental in Seeking to Develop and Market the**
19 **Blockbuster Sequel to Combustible Cigarettes, the “Most Successful**
20 **Consumer Product of All Time.”**

21 29. JLI’s co-founder James Monsees has described the cigarette as “the most
22 successful consumer product of all time . . . an amazing product.”⁷ This statement, which
23 ignores the fact that cigarettes have caused more deaths than any other human invention,
24 contained a kernel of truth. When U.S. smoking rates peaked in the mid-1960s, 42% of adults
25 smoked cigarettes. Cigarettes were everywhere; people smoked on airplanes, in movie theatres,
26

27 ⁷ Kathleen Chaykowski, *Billionaires-to-be: Cigarette Breakers—James Monsees and Adam*
28 *Bowen Have Cornered the US E-Cigarette Market with Juul. Up Next: The World*, Forbes
India (Sept. 27, 2018), www.forbesindia.com/article/leaderboard/billionairestobe-cigarette-breakers/51425/1

1 at the office, and at sports games. Movie stars and sports heroes smoked. Cigarette advertising
2 wallpapered American life, glamorizing smoking as sophisticated, cool, and the thing to do.

3 30. But in reality, of course, this “successful” product has long been the world’s
4 leading cause of preventable death.

5 31. Citing “some problems” inherent in the cigarette, Monsees and JLI co-founder
6 Adam Bowen set out to “deliver[] solutions that refresh the magic and luxury of the tobacco
7 category.”⁸ Monsees saw “a huge opportunity for products that speak directly to those
8 consumers who aren’t perfectly aligned with traditional tobacco products.”⁹ Successfully
9 capitalizing on this opportunity would mean not only billions of dollars in short-term revenue
10 but lucrative acquisition by a cigarette industry power player.

11 32. Bowen and Monsees took the first major step toward realizing their vision by
12 deliberately creating an extremely potent nicotine product that looked nothing like a cigarette.
13 But achieving widespread adoption of their highly addictive product required resources and
14 expertise beyond those possessed by Bowen, Monsees or others at JLI.

15 33. When it became clear that Bowen and Monsees could not achieve vision of
16 growing the number of nicotine-addicted e-cigarette users to ensure a base of customers for life
17 through JLI by themselves, the Management Defendants planned a fundamental shift in roles to
18 allow Pritzker, Huh, and Valani to direct and take control of JLI and use it to commit the
19 Defendants’ unlawful acts.

20 34. Specifically, in October 2015, Monsees stepped down from his role as Chief
21 Executive Officer of JLI (to become Chief Product Officer) and, in his stead, Pritzker, Huh, and
22 Valani formed an Executive Committee of the JLI Board of Directors that would take charge of
23 fraudulently marketing JUUL products, including to youth.

24 35. Prior to the installation of Tyler Goldman as JLI’s new CEO in August 2016,
25

26
27 ⁸ Josh Mings, *Ploom Model Two Slays Smoking With Slick Design and Heated Tobacco Pods*,
28 SOLID SMACK (Apr. 23, 2014), [www.solidsmack.com/ design/ploom-modeltwo-slick-design-tobacco-pods/](http://www.solidsmack.com/design/ploom-modeltwo-slick-design-tobacco-pods/)

⁹ *Id.*

1 Defendants Pritzker, Huh, and Valani used their newly formed Executive Committee to expand
2 the number of addicted e-cigarette users through fraudulent advertising and representations to
3 the public. They cleaned house at JLI by “dismiss[ing] other senior leaders and effectively
4 tak[ing] over the company.”¹⁰ [REDACTED]

5 [REDACTED]¹¹

6 36. But the Management Defendants couldn’t create a massive market for JUUL on
7 their own; they needed an ally that knew the business. They turned to Altria in the Spring of
8 2017. While Defendants JLI, Bowen, Monsees, Huh, and Valani are relative newcomers to the
9 tobacco industry, Altria has been manufacturing and selling “combustible” cigarettes for more
10 than a century. And Defendant Pritzker, for his part, has been long familiar with the tobacco
11 industry from his family's ownership of chewing-tobacco giant Conwood before selling it to
12 Reynolds American, Inc., a subsidiary of British American Tobacco. Notwithstanding their
13 different histories, JLI and the Management Defendants, for their part, invited Altria into the
14 fold as an ally with ample resources to further expand the market of nicotine-addicted e-
15 cigarette users and to keep litigation and regulation at bay. While JLI, Monsees, and Bowen
16 publicly claimed to be out to “disrupt” the industry, they and the other Management Defendants
17 privately negotiated and ultimately relinquished a 35% ownership stake in the company to a
18 cigarette giant.

19 37. Cigarette companies have long known that profitable growth requires a pipeline
20 of “replacement” customers. Altria, after decades of tobacco litigation and regulation, had little
21 ability to recruit new smokers in the ways that had driven Philip Morris’s success through most
22 of the 1900s. In 2017, Altria’s combustible cigarette products were facing increasing regulatory
23 pressures. In late July 2017, Altria’s stock value plummeted shortly after the FDA announced
24 that it would reduce the amount of nicotine allowed in cigarettes with an eye toward reaching
25
26

27 ¹⁰ Julie Creswell & Sheila Kaplan, *How Juul Hooked a Generation on Nicotine*, N.Y. Times
28 (Nov. 24, 2019), <https://www.nytimes.com/2019/11/23/health/juul-vaping-crisis.html>

¹¹ INREJUUL_00278359.

1 non-addictive levels.¹² In late 2017, Altria, and other major cigarette companies, also finally
 2 complied with a consent decree from the 1990s tobacco litigation that required them to issue
 3 corrective advertising statements that highlighted the addictiveness and health impacts of
 4 smoking cigarettes.¹³

5 38. Due in large part to this litigation and regulation, cigarette use has been declining
 6 in the United States in the last decade, especially among youth.¹⁴ Altria estimates that the
 7 cigarette industry declined by 4% in 2017 and by 4.5% in 2018, and it predicted a continued 4%
 8 to 5% decline in the average annual U.S. cigarette industry volume for 2019 through 2023.¹⁵
 9 Altria later adjusted the estimated rate of decline to 4% to 6%, to reflect efforts to increase the
 10 legal age for cigarette smoking to 21.¹⁶

11 39. Altria's own efforts at marketing an e-cigarette product had, however, proven
 12 largely unsuccessful. Altria had launched the MarkTen product nationwide in 2014 with an
 13 aggressive marketing campaign, eclipsing the advertising expenditures for the market leader at
 14 that time, blu e-cigarettes.¹⁷ Of the \$88.1 million spent on e-cigarette advertising in 2014, nearly
 15 40% of that was Altria's MarkTen campaign, at \$35 million.¹⁸ Altria was clear in its intent to
 16

17
 18 ¹² See Dan Caplinger, *Altria Group in 2017: The Year in Review*, The Motley Fool (Dec. 18,
 2017), <https://www.fool.com/investing/2017/12/18/altria-group-in-2017-the-year-in-review.aspx>.

19 ¹³ <https://www.law360.com/articles/1037281/tobacco-cos-settle-long-running-health-warning-dispute>

20
 21 ¹⁴ *Current Cigarette Smoking Among Adults In the United States*, CDC,
 22 https://www.cdc.gov/tobacco/data_statistics/fact_sheets/adult_data/cig_smoking/index.htm
 (last visited February 10, 2020); *Youth and Tobacco Use*, CDC,
 23 https://www.cdc.gov/tobacco/data_statistics/fact_sheets/youth_data/tobacco_use/index.htm
 (last visited February 10, 2020).

24 ¹⁵ *Altria's Fourth-Quarter 2018 Earnings Conference Call*, Altria (Jan. 31, 2019),
 25 <http://investor.altria.com/Cache/1001247877.PDF?O=PDF&T=&Y=&D=&FID=1001247877&iid=4087349>.

26 ¹⁶ *Altria Shares Slide As Cigarette Sales Continue to Decline*, Tobacco Bus. (July 31, 2019),
 27 <https://tobaccobusiness.com/altria-shares-slide-as-cigarette-sales-continue-to-decline/>.

28 ¹⁷ Jennifer Cantrell et al., *Rapid increase in e-cigarette advertising spending as Altria's MarkTen enters the marketplace*, *Tobacco Control* 25 (10) (2015),
<http://dx.doi.org/10.1136/tobaccocontrol-2015-052532>.

¹⁸ *Id.*

1 dominate the e-cigarette market as it has the combustible cigarette market: “We are the market
 2 leader today and we will continue to be,” then-CEO Marty Barrington told investors at the time
 3 of MarkTen’s launch.¹⁹ The original MarkTen was a “cigalike,” designed to mimic the look and
 4 feel of a combustible cigarette. Altria had also been acquiring small companies in the vaping
 5 industry, starting in 2014 with Green Smoke, Inc., whose e-cigarettes were also the “cigalike”
 6 style, and were sold in flavors including “Vanilla Dreams” and “Smooth Chocolate.”²⁰ In 2016,
 7 Altria acquired a vape product called Cync, from Vape Forward.²¹ Cync is a small vapor device
 8 that uses prefilled pods in a variety of flavors, similar to the JUUL.

9 40. In February 2017, Altria told investors at the 2017 Consumer Analyst Group of
 10 New York (CAGNY) Conference that over the past year, “Nu Mark LLC (Nu Mark) made
 11 excellent progress toward its long-term aspiration of becoming a leader in e-vapor.”²² In his
 12 remarks, Altria’s current CEO, Howard A. Willard III, said, “Nu Mark, our e-vapor company,
 13 had a very strong year. It made excellent progress toward establishing MarkTen as a leading
 14 brand in the category, continued to improve its supply chain, and took the necessary steps to
 15 comply with the deeming regulations.” He noted, however, that the estimated “total 2016 e-
 16 vapor consumer spending was roughly flat compared to the prior year at approximately \$2.5
 17 billion.”²³ In 2017, Altria’s MarkTen e-cigarettes had a market share of only 13.7%, well behind
 18

19
 20 ¹⁹ Melissa Kress, *MarkTen National Rollout Hits 60,000 Stores*, Convenience Store News (July
 22, 2014), <https://csnews.com/markten-national-rollout-hits-60000-stores>.

21 ²⁰ Mike Esterl, *Altria To Launch MarkTen E-Cigarette Nationally*, Wall St. J. (Feb. 19, 2014),
 22 <https://www.wsj.com/articles/altria-to-launch-markten-e-cigarette-nationally-1392832378>;
 23 Senator Richard J. Durbin et al., *Gateway to Addiction? A Survey of Popular Electronic
 Cigarette Manufacturers and Targeted Marketing to Youth* at 12 (Apr. 14, 2014),
 24 [https://www.durbin.senate.gov/imo/media/doc/Report%20-%20E-
 Cigarettes%20with%20Cover.pdf](https://www.durbin.senate.gov/imo/media/doc/Report%20-%20E-Cigarettes%20with%20Cover.pdf).

25 ²¹ Remarks by Jody Begley, 2017 Altria Investor Day (Nov. 2, 2017), [http://media.corporate-
 ir.net/media_files/IROL/80/80855/2017InvestorDay/Remarks_and_Reconciliations.pdf](http://media.corporate-ir.net/media_files/IROL/80/80855/2017InvestorDay/Remarks_and_Reconciliations.pdf).

26 ²² Remarks by Marty Barrington, Altria Group, Inc.’s (Altria) Chairman, CEO and President,
 27 and other members of Altria’s senior management team 2017 Consumer Analyst Group of New
 York (CAGNY), (2017), [http://investor.altria.com/Cache/IRCache/1ac8e46a-7eb4-5df2-843d-
 06673f29b6b0.PDF?O=PDF&T=&Y=&D=&FID=1ac8e46a-7eb4-5df2-843d-
 06673f29b6b0&iid=4087349](http://investor.altria.com/Cache/IRCache/1ac8e46a-7eb4-5df2-843d-06673f29b6b0.PDF?O=PDF&T=&Y=&D=&FID=1ac8e46a-7eb4-5df2-843d-06673f29b6b0&iid=4087349).

28 ²³ *Id.*

1 JLI's growing market share of 40%.²⁴ Thus, despite its public statements to the contrary, Altria
2 knew that it would not achieve its goal of dominating the e-cigarette market through its own
3 inferior products.

4 41. With smoking on the decline, litigation and regulatory controls were ramping up
5 and threatening Altria's ability to attract new smokers, and Altria's own e-cigarette product
6 proving unsuccessful, Altria's best bet for maintaining a market by increasing users addicted to
7 nicotine was to partner with JLI (1) to maintain or increase the number of users hooked on
8 JUUL; and (2) to delay and prevent regulation that could interfere with this first scheme.

9 42. For those reasons and others, [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]²⁵ and Ploom's advisory committee included Altria's former growth officer. In Altria's
13 words, the company followed "JUUL's journey rather closely" from its early beginnings.²⁶

14 43. According to Howard Willard, Altria's CEO, Altria first contacted JLI about a
15 commercial relationship in early 2017, with "confidential discussions" beginning in the Spring
16 of 2017.²⁷ [REDACTED]
17 [REDACTED]
18 [REDACTED]²⁸ By the Fall of 2017, JLI, the
19 Management Defendants, and Altria had agreed to and had taken coordinated actions to
20 maintain and expand the number of nicotine-addicted e-cigarette users in order to ensure a
21 steady and growing customer base.

22 _____
23 ²⁴ Richard Craver, *Vuse falls further behind Juul on e-cig sales*, Winston-Salem Journal (Dec.
24 14, 2017), [https://www.journalnow.com/business/vuse-falls-further-behind-juul-on-e-cig-](https://www.journalnow.com/business/vuse-falls-further-behind-juul-on-e-cig-sales/article_ed14c6bc-5421-5806-9d32-bba0e8f86571.html)
25 [sales/article_ed14c6bc-5421-5806-9d32-bba0e8f86571.html](https://www.journalnow.com/business/vuse-falls-further-behind-juul-on-e-cig-sales/article_ed14c6bc-5421-5806-9d32-bba0e8f86571.html).

26 ²⁵ INREJUUL_00278740.

27 ²⁶ Olivia Zaleski & Ellen Huet, *Juul Expects Skyrocketing Sales of \$3.4 Billion, Despite*
28 *Flavored Vape Restrictions*, Bloomberg (Feb. 22, 2019),
[https://www.bloomberg.com/news/articles/2019-02-22/juul-expects-skyrocketing-sales-of-3-4-](https://www.bloomberg.com/news/articles/2019-02-22/juul-expects-skyrocketing-sales-of-3-4-billion-despite-flavored-vape-ban)
[billion-despite-flavored-vape-ban](https://www.bloomberg.com/news/articles/2019-02-22/juul-expects-skyrocketing-sales-of-3-4-billion-despite-flavored-vape-ban).

²⁷ Altria's October 14, 2019 letter to Senator Durbin, et. al., by Howard Willard III (2019).

²⁸ INREJUUL_00349529.

1 44. [REDACTED]

2 [REDACTED]²⁹ These confidential discussions with Altria would have involved
 3 key employees and officers of JLI, which would have included Defendants Monsees, Bowen,
 4 Pritzker, Huh, and/or Valani. During this roughly 18-month period, it was JLI (through its
 5 executives and employees—including Tyler Goldman and his successors) and Altria (through
 6 its executives and employees) that primarily directed and conducted fraudulent acts designed to
 7 grow the market of nicotine-addicted e-cigarette users, although Bowen, Monsees, Pritzker,
 8 Huh, and Valani remained critical to the success of these efforts. Without their control of the
 9 JLI Board of Directors and prior fraudulent conduct, the close coordination between JLI and
 10 Altria, and Altria's investment in JLI, would not have been possible.

11 45. In December 2018, Altria decided to take the next step in its coordination with
 12 JLI and the Management Defendants by making a \$12.8 billion equity investment in JLI, the
 13 largest equity investment in United States history. This arrangement was profitable for both
 14 companies, as well as Defendants Monsees, Bowen, Pritzker, Huh, and Valani. JLI employees
 15 received \$2 billion in bonuses, which, split among the Company's 1,500 employees, was
 16 approximately \$1.3 million per employee;³⁰ Altria received millions of loyal teen customers;
 17 and Defendants Monsees, Bowen, Pritzker, Huh, and Valani received untold sums of money and
 18 saw the value of their shares in JLI skyrocket, allowing them to cash out via a special dividend
 19 and bonus, as well as through stock sales that were not available to other of JLI's minority
 20 shareholders.³¹ In deciding to make a huge investment in JUUL, Altria took into account that
 21 the e-cigarette industry would see significant year-over-year growth in the near term, and that
 22 "JUUL continu[es] to be a growth driver for the e-vapor category."³²

23
 24 ²⁹ *Id.*

25 ³⁰ Olivia Zaleski, *Juul Employees to Get \$2 Billion Bonus in Altria Deal*, BLOOMBERG
 26 (Dec. 20, 2018), <https://www.bloomberg.com/news/articles/2018-12-20/juul-employees-said-to-get-2-billion-bonus-in-altria-deal>.

27 ³¹ Tiffany Kary, *JUUL Founders Sued for Self-Dealing Over Altria's \$12.8 Billion*, Bloomberg
 28 (Jan. 13, 2020), <https://www.bloomberg.com/news/articles/2020-01-13/juul-founders-sued-for-self-dealing-over-altria-s-12-8-billion>.

³² Altria's October 14, 2019 letter to Senator Durbin, et. al., by Howard Willard III (2019).

1 46. This investment further intertwined JLI and the Altira Defendants. According to
2 the terms of its investment, Altria may appoint one third of JLI's board. And in October 2019,
3 JLI's CEO resigned to be replaced by another career Altria executive, K.C. Crosthwaite. The
4 key employees within JUUL—including Bowen, Monsees, Pritzker, Huh, and/or Valani—
5 would have been instrumental in bringing Crosthwaite on board at JLI. Crosthwaite had most
6 recently served as the vice president and chief growth officer of Altria Client Services LLC,
7 overseeing the company's work to assist Altria's companies, including with digital marketing,
8 packaging design & innovation, product development, and safety, health, and environmental
9 affairs. Crosthwaite knows the cigarette industry's playbook all too well, having previously
10 served as the president and CEO of Phillip Morris USA, the vice president and general manager
11 at Marlboro—the leading cigarette brand among youth, and the vice president of strategy and
12 business development of at Altria Client Services LLC.

13 47. In addition, Joe Murillo, who headed regulatory affairs for Altria, and served as
14 President and General Manager of Nu Mark, LLC (Altria's e-cigarette business), became JLI's
15 chief regulatory officer in October 2019.

16 48. Both before and after Altria's investment, JLI, through its employees and
17 officers, provided Altria with critical information regarding the design and nicotine content of
18 the JUUL product, the labeling of the JUUL product, and related topics including advertising,
19 retail distribution, online sales, age verification procedures, information on underage user's
20 flavor preferences, and regulatory strategies. Altria, for its part, guided JLI and the Management
21 Defendants in these areas and helped them devise and execute schemes to maintain and expand
22 the e-cigarette market.

23 49. JLI, the Management Defendants, and Altria worked together to implement their
24 shared goal of growing a new market in the image of the combustible cigarette market through a
25 multi-pronged strategy to: (1) create an highly addictive product that consumers would not
26 associate with cigarettes and that would appeal to the lucrative youth market, (2) deceive the
27 public into thinking the product was a fun and safe alternative to cigarettes that would also help
28 smokers quit, (3) actively attract young users through targeted marketing, and (4) use a variety

1 of tools, including false and deceptive statements to the public and regulators, to delay
 2 regulation of e-cigarettes. As detailed more fully throughout this Complaint, each of the
 3 Defendants played a critical role—at times overlapping and varying over time—in each of these
 4 strategies.

5 **B. Defendants’ Strategy Was to Create a Nicotine Product That Would**
 6 **Maximize Profits Through Addiction.**

7 **1. Defendants Understood that the “Magic” Behind Cigarettes’**
 8 **Stratospheric Commercial Success Was Nicotine Addiction.**

9 50. The first step in replicating the success of combustible cigarettes was to create a
 10 product that, like combustible cigarettes, was based on getting users addicted to the nicotine in
 11 the product. Nicotine is an alkaloid, a class of plant-derived nitrogenous compounds that is
 12 highly addictive and the key ingredient that drives addiction to cigarettes. Nicotine’s addictive
 13 properties are similar to heroin and cocaine.³³

14 51. Route of administration and speed of delivery are key to understanding nicotine’s
 15 addictive potential. Dr. Neal Benowitz, Scientific Editor of the 1988 Surgeon General’s Report
 16 on nicotine addiction, wrote: “After a puff, high levels of nicotine reach the brain in 10–20
 17 s[econds], faster than with intravenous administration, producing rapid behavioral
 18 reinforcement. The rapidity of rise in nicotine levels permits the smoker to titrate the level of
 19 nicotine and related effects during smoking, and makes smoking the most reinforcing and
 20 dependence-producing form of nicotine administration.”³⁴

21 52. Again, according to Dr. Benowitz, “The rapid rate of delivery of nicotine by
 22 smoking ... results in high levels of nicotine in the central nervous system with little time for
 23 development of tolerance. The result is a more intense pharmacologic action. The short time
 24 interval between puffing and nicotine entering the brain also allows the smoker to titrate the
 25

26
 27 ³³ See e.g., US Department of Health and Human Services. *Nicotine Addiction: A Report of the Surgeon General*. DHHS Publication Number (CDC) 88-8406, (1988).

28 ³⁴ Neal L. Benowitz et al., *Nicotine Chemistry, Metabolism, Kinetics and Biomarkers*, 192
 Handb. Exp. Pharmacol., 29 (2010), <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2953858/>

1 dose of nicotine to a desired pharmacologic effect [often subconsciously], further reinforcing
2 drug self-administration and facilitating the development of addiction.”³⁵

3 53. Nicotine fosters addiction through the brain’s “reward” pathway. Both a
4 stimulant and a relaxant, nicotine affects the central nervous system; increases blood pressure,
5 pulse, and metabolic rate; constricts blood vessels of the heart and skin; and causes muscle
6 relaxation. Long-term exposure to nicotine causes upregulation—an increase in the number of
7 these high-affinity nicotinic receptors in the brain. When nicotine binds to these receptors it
8 triggers a series of physiological effects in the user that are perceived as a “buzz” that includes
9 pleasure, happiness, arousal, and relaxation of stress and anxiety. With regular nicotine use,
10 however, these feelings diminish, and the user must consume increasing amounts of nicotine to
11 achieve the same effects.

12 54. Kids are particularly vulnerable to nicotine addiction, as Defendants know well.
13 As described by the United States Surgeon General, “Tobacco use is a pediatric epidemic.”
14 Nine out of ten smokers begin by age 18 and 80% who begin as teens will smoke into
15 adulthood.³⁶

16 55. The above statements apply equally, if not more so, to e-cigarettes. Further, the
17 Surgeon General has explained how the nicotine in e-cigarettes affects the developing brain and
18 can addict kids more easily than adults: “Until about age 25, the brain is still growing. Each
19 time a new memory is created, or a new skill is learned, stronger connections—or synapses—
20 are built between brain cells. Young people’s brains build synapses faster than adult brains.
21 Because addiction is a form of learning, adolescents can get addicted more easily than adults.”³⁷
22 The effects of nicotine exposure on the brain of youth and young adults include not only
23 addiction, priming for use of other addictive substances, but also reduced impulse control,
24

25
26 ³⁵ *Id.*

27 ³⁶ *Preventing Tobacco Use Among Youth and Adults, A Report of the Surgeon General* at 1
(2012), <https://www.hhs.gov/surgeongeneral/reports-and-publications/tobacco/index.html>

28 ³⁷ *Know The Risks: E-Cigarettes & Young People*, <https://e-cigarettes.surgeongeneral.gov/knowtherisks.html>

1 deficits in attention and cognition, and mood disorders.³⁸ A highly addictive, psychoactive
2 substance that targets brain areas involved in emotional and cognitive processing, nicotine poses
3 a particularly potent threat to the adolescent brain, as it can “derange the normal course of brain
4 maturation and have lasting consequences for cognitive ability, mental health, and even
5 personality.”³⁹

6 56. In 2014, the United States Surgeon General reported that nicotine addiction is the
7 “fundamental reason” that individuals persist in using tobacco products, and this persistent
8 tobacco use contributes to millions of needless deaths and many diseases, including diseases
9 that affect the heart and blood vessels (cardiovascular disease), lung diseases (chronic
10 obstructive pulmonary disease (COPD) and lung cancer), cancer almost anywhere in the body,
11 and birth defects.⁴⁰

12 57. It took five decades of public health initiatives, government intervention, impact
13 litigation, consumer education and tobacco regulation to finally see a significant drop in
14 cigarette smoking and nicotine addiction.

15 58. By 2014, the number of adults that reported using cigarettes had dropped to 18%,
16 and the number of adult smokers who reported quitting smoking increased from 50.8% in 2005
17 to 59% by 2016.⁴¹ By 2014, teen smoking also hit a record low.⁴² In June 2014, the Centers for
18

19 ³⁸ Menglu Yuan et al., *Nicotine and the Adolescent Brain*, 593 *J. of Physiology* 3397 (2015),
20 www.ncbi.nlm.nih.gov/pmc/articles/PMC4560573/; U.S. Surgeon General and U.S. Centers for
21 Disease Control & Prevention, Office on Smoking and Health, *Know the Risks: E-Cigarettes
and Young People* (2019), <https://e-cigarettes.surgeongeneral.gov/>.

22 ³⁹ Natalia A. Goriounova & Huibert D. Mansvelder, *Short- and Long-Term Consequences of
23 Nicotine Exposure During Adolescence for Prefrontal Cortex Neuronal Network Function*, 2
24 *Cold Spring Harbor Persp. Med.* 12 (2012),
25 <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3543069/>

26 ⁴⁰ US Department of Health and Human Services. *2014 Surgeon General's Report: The Health
27 Consequences of Smoking—50 Years of Progress* (2014),
28 https://www.cdc.gov/tobacco/data_statistics/sgr/50th-anniversary/index.htm#report.

⁴¹ Centers for Disease Control and Prevention, U.S. Dep't of Health and Human Services,
Trends in Cigarette Smoking Among High School Students—United States, 1991-2001, 51
MORBIDITY AND MORTALITY WEEKLY REPORT 409 (May 17, 2002),
<https://www.cdc.gov/mmwr/preview/mmwrhtml/mm5119a1.htm>; Teresa W. Wang et al.,
Tobacco Product Use Among Adults—United States, 2017, 67 MORBIDITY AND
MORTALITY WEEKLY REPORT 1225 (Nov. 9, 2018),

1 Disease Control and Prevention (“CDC”) reported that “in achieving a teen smoking rate of 15.7
2 percent, the United States has met its national Healthy People 2020 objective of reducing
3 adolescent cigarette use to 16 percent or less.”

4 59. The United States Surgeon General reported in 2014 that: “We are at a historic
5 moment in our fight to end the epidemic of tobacco use that continues to kill more of our
6 citizens than any other preventable cause. The good news is that we know which strategies work
7 best. By applying these strategies more fully and more aggressively, we can move closer to our
8 goal of making the next generation tobacco-free.”⁴³

9 60. Where the public health community saw progress in curbing the use of cigarettes
10 and nicotine addiction, Defendants saw an opportunity.

11 **2. Following the Cigarette Industry Playbook, Defendants Sought to**
12 **Market a Product that would Create and Sustain Nicotine Addiction,**
13 **but Without the Stigma Associated with Cigarettes**

14 61. Seeking to build and dominate a new market for nicotine products without the
15 baggage of combustible cigarettes (i.e. well-established link to death and disease), JLI
16 engineered a cool-looking e-cigarette device capable of delivering more nicotine and fueling
17 higher levels of consumer addiction than ever before. JLI marketed that highly-addictive device
18 as healthy, safe, cool and available in kid-friendly flavors.

19 62. In doing so, JLI followed the cigarette industry’s playbook. Monsees admitted
20 that when creating JLI, he and Bowen carefully studied the marketing strategies,
21

22 <https://www.cdc.gov/mmwr/volumes/67/wr/pdfs/mm6744a2-H.pdf>; US Department of Health
23 and Human Services. *2014 Surgeon General’s Report: The Health Consequences of Smoking—*
24 *50 Years of Progress* (2014), [https://www.cdc.gov/tobacco/data_statistics/sgr/50th-](https://www.cdc.gov/tobacco/data_statistics/sgr/50th-anniversary/index.htm#report)
[anniversary/index.htm#report](https://www.cdc.gov/tobacco/data_statistics/sgr/50th-anniversary/index.htm#report).

25 ⁴² Press Release, Centers for Disease Control and Prevention, *Cigarette smoking among U.S.*
26 *high school students at lowest level in 22 years* (June 12, 2014),
<https://www.cdc.gov/media/releases/2014/p0612-YRBS.html>.

27 ⁴³ US Department of Health and Human Services. *LET’S MAKE THE NEXT GENERATION*
28 *TOBACCO-FREE: Your Guide to the 50th Anniversary Surgeon General’s Report on Smoking*
and Health, [https://www.hhs.gov/sites/default/files/consequences-smoking-consumer-](https://www.hhs.gov/sites/default/files/consequences-smoking-consumer-guide.pdf)
[guide.pdf](https://www.hhs.gov/sites/default/files/consequences-smoking-consumer-guide.pdf)

1 advertisements, and product design revealed in cigarette industry documents that were
2 uncovered through litigation and made public under the November 1998 Master Settlement
3 Agreement between the state Attorneys General of forty-six states, five U.S. territories, the
4 District of Columbia and the four largest cigarette manufacturers in the United States.
5 “[Cigarette industry documents] became a very intriguing space for us to investigate because we
6 had so much information that you wouldn’t normally be able to get in most industries. And we
7 were able to catch up, right, to a huge, huge industry in no time. And then we started building
8 prototypes.”⁴⁴

9 63. In a thesis presentation Bowen and Monsees gave in 2004, Monsees candidly
10 admitted, “The cigarette is actually a carefully engineered product for nicotine delivery and
11 addiction.”⁴⁵ JLI researched how cigarette companies engineered their products and chemically
12 manipulated nicotine to maximize delivery: “We started looking at patent literature. We are
13 pretty fluent in ‘Patentese.’ And we were able to deduce what had happened historically in the
14 tobacco industry.”⁴⁶ With access to the trove of documents made public to curb youth smoking
15 and aid research to support tobacco control efforts, JLI was able to review literature on
16 manipulating nicotine pH to maximize its delivery in a youth-friendly vapor with minimal
17 “throat hit.”

18 64. Through studying industry documents, JLI learned that the cigarette industry had
19 tried for years to figure out ways to create and sustain addiction by delivering more nicotine in
20 way that would be easy to ingest—without the nausea, cough, or other aversive side effects that
21 many new smokers experienced. In the 1970s, R.J. Reynolds scientists eventually found a
22 solution: Combine the high-pH nicotine with a low-pH acid. The result was a neutralized
23 compound referred to as nicotine salt. In a 1973 RJR memorandum titled “Cigarette concept to
24

25 ⁴⁴ Gabriel Montoya, *Pax Labs: Origins with James Monsees*, Social Underground,
26 <https://socialunderground.com/2015/01/pax-ploom-origins-future-james-monsees/>

27 ⁴⁵ Jordan Crook, *This is the Stanford Thesis Presentation That Launched Juul*, Tech Crunch
28 (Feb. 27, 2019, 7:51 am PST), <https://techcrunch.com/2019/02/27/this-is-the-stanford-thesis-presentation-that-launched-juul/>

⁴⁶ *Id.*

1 assure RJR a larger segment of the youth market,” RJR highlighted that this chemical
2 manipulation of the nicotine content was expected to give its cigarettes an “additional nicotine
3 ‘kick’” that would be more appealing and addictive. A young RJ Reynolds chemist, Thomas
4 Perfetti, synthesized 30 different nicotine salt combinations, tested the salts’ ability to dissolve
5 into a liquid, and heated them in pursuit of the “maximum release of nicotine.”⁴⁷ Perfetti
6 published his results in a 1979 memo stamped “CONFIDENTIAL,” which was found among
7 the documents that the FDA obtained from JLI in 2018. Relying on cigarette industry research
8 like this, and assistance from Perfetti himself, JLI developed a cartridge-based e-cigarette using
9 nicotine salts. As described in herein, JLI’s use of nicotine salts, pioneered by major
10 combustible tobacco companies, was a critical tool for addicting non-smokers, including youth.

11 65. JLI also engaged former cigarette industry researchers to consult on the design of
12 their product. As Monsees noted in an interview with WIRED magazine: “The people who
13 understood the science and were listed on previous patents from tobacco companies aren’t at
14 those companies anymore. If you go to Altria’s R&D facility, it’s empty.”⁴⁸ The WIRED article
15 stated that “[s]ome of those people are now on [PAX Lab, Inc.’s] team of advisers, helping
16 develop JUUL.”⁴⁹

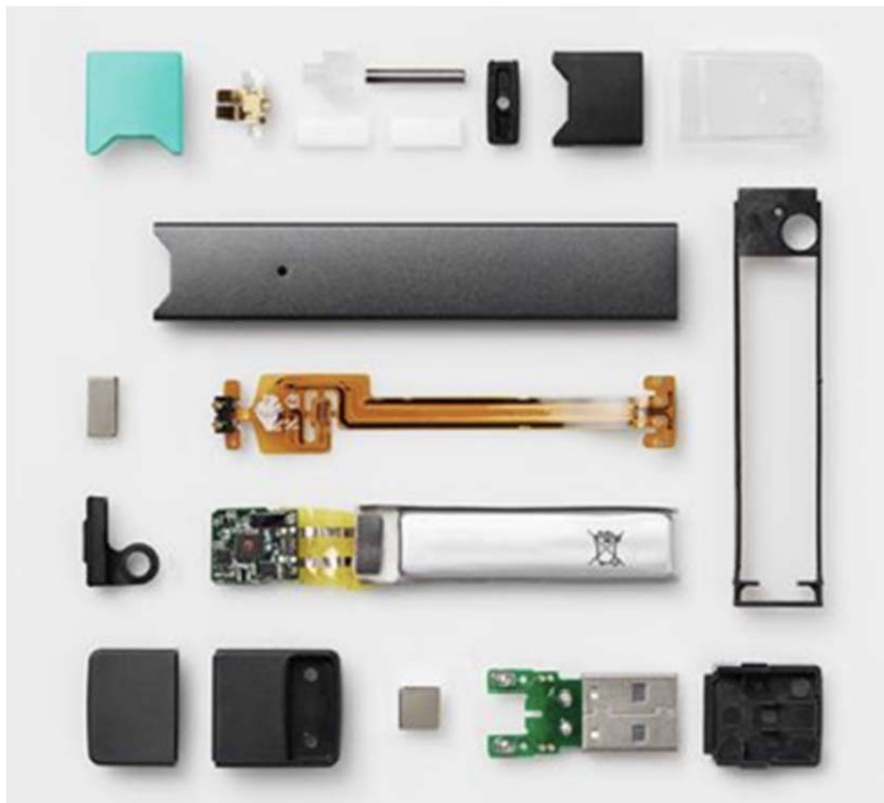
17 66. One of the keys to JLI’s success was its ability to fuse addiction and technology.
18 The JUUL e-cigarette system is comprised of three parts: (1) the JUUL e-cigarette device (2)
19 the JUUL pod (with e-liquid), and (3) the Universal Serial Bus [USB] charger (collectively
20 referred to herein as “JUUL”). The JUUL e-cigarette device is a thin, sleek rectangular e-
21 cigarette device consisting of an aluminum shell, a battery, a magnet (for the USB-charger), a
22 circuit board, an LED light, and a pressure sensor. JLI manufactures and distributes JUUL pods
23 that contain liquid that includes nicotine, flavoring and other additives. Each JUUL pod is a
24

25 ⁴⁷ Thomas A. Perfetti, *Smoking Satisfaction and Tar/Nicotine Control* (Dec. 7, 1978),
26 [https://ca-times.brightspotcdn.com/3a/12/a5ec27874843a56e26b4ecd221/nicotine-salts-
27 investigation.pdf](https://ca-times.brightspotcdn.com/3a/12/a5ec27874843a56e26b4ecd221/nicotine-salts-investigation.pdf)

28 ⁴⁸ David Pierce, *This Might Just Be the First Great E-Cig*, WIRED (Apr. 21, 2015, 8:00 AM),
www.wired.com/2015/04/pax-juul-ecig/

⁴⁹ *Id.*

1 plastic enclosure containing 0.7 milliliters of JLI’s patented nicotine liquid and a coil heater.
 2 When a sensor in the JUUL e-cigarette detects the movement of air caused by suction on the
 3 JUUL pod, the battery in the JUUL e-cigarette device activates the heating element, which in
 4 turn converts the nicotine solution in the JUUL pod into a vapor consisting of nicotine, benzoic
 5 acid, glycerin, and propylene glycol along with myriad chemical flavorings and other chemicals,
 6 many of which are recognized as toxic.⁵⁰



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 21 67. JLI sells the JUUL pods in packs of four or two pods, and until recently, in a
 22 variety of enticing flavors. Many of the flavors have no combustible cigarette analog, including
 23 “cool” cucumber, fruit medley, “cool” mint, and crème brûlée. Figure 1 shows the JLI device
 24 and a JLI “Starter Kit” with four flavored JUUL pods:
 25
 26

27
 28 ⁵⁰ *E-cigarettes and vapor products*, King County,
<https://www.kingcounty.gov/depts/health/tobacco/data/e-cigarettes.aspx> (last visited Mar. 8,
 2020).

Figure 1

68. JLI attempted to distinguish JUUL products from the death and disease associated with cigarettes by deliberately providing a false assurance of safety. For example, on May 8, 2018, a document titled “Letter from the CEO” appeared on JUUL’s website. The document stated: “[JUUL]’s simple and convenient system incorporates temperature regulation to heat nicotine liquid and deliver smokers the satisfaction that they want without the combustion and the harm associated with it.”⁵¹

69. JLI even took this message to ninth graders: in 2018, a representative from JLI spoke at a high school during a presentation for ninth graders, stating that JUUL “was much safer than cigarettes,” that the JUUL was “totally safe,” that the JUUL was a “safer alternative than smoking cigarettes,” and that the “FDA was about to come out and say it [JUUL] was 99% safer than cigarettes . . . and that. . . would happen very soon.”⁵²

⁵¹ U.S. Food and Drug Administration Warning Letter to JUUL Labs, (September 9, 2019), <https://www.fda.gov/inspections-compliance-enforcement-and-criminal-investigations/warning-letters/juul-labs-inc-590950-09092019>.

⁵² *Id.*

1 70. This was not just a rogue employee. Internal messaging around JUUL, crafted by
2 the executives, emphasized that JUUL was safer than smoking. In a [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]⁵³ [REDACTED]

6 [REDACTED]

7 [REDACTED]⁵⁴ [REDACTED]

8 [REDACTED]

9 [REDACTED]⁵⁵ The consistency of the wording in these presentations more than
10 a year apart shows that this was standard company language.

11 71. JLI’s mission was not to improve public health. Rather, JLI sought to introduce a
12 new generation of consumers to nicotine. JLI’s business model was never about reducing
13 addiction. As one JLI engineer put it: “We don’t think a lot about addiction here because we’re
14 not trying to design a cessation product at all . . . anything about health is not on our mind.”⁵⁶

15 72. JLI, Bowen, and Monsees achieved their vision. Pioneering a nicotine delivery
16 technology that eliminated the harshness of traditional free-base nicotine, JLI’s e-cigarette
17 system provided consumers with palatable access to high-concentrations of nicotine like never
18 before. Since the JUUL’s launch in 2015, JLI has become the dominant e-cigarette
19 manufacturer in the United States. Its revenues grew by 700 percent in 2017 alone. By 2019, JLI
20 owned three-quarters of the e-cigarette market.⁵⁷

23 _____
⁵³ INREJUUL_00441986 (emphasis added).

24 ⁵⁴ JLI00373324.

25 ⁵⁵ JLI00373328 (emphasis added).

26 ⁵⁶ Kevin Roose, *Juul’s Convenient Smoke Screen*, N.Y. Times (Jan. 11, 2019),
<https://www.nytimes.com/2019/01/11/technology/juul-cigarettes-marketing.html>

27 ⁵⁷ Dick Durbin et al., *Durbin & Senators to JUUL: You are More Interested in Profits Than*
Public Health, Durbin Newsroom (Apr. 8, 2019),
28 <https://www.durbin.senate.gov/newsroom/press-releases/durbin-and-senators-to-juul-you-are-more-interested-in-profits-than-public-health>

1 **3. Defendants Sought to Position JLI for Acquisition by a Major**
2 **Cigarette Company.**

3 73. JLI, along with the Management Defendants, worked together to maintain and
4 expand the number of nicotine-addicted e-cigarette users in order to ensure a steady and
5 growing customer base.

6 74. That growing customer base was crucial to JLI's and the Management
7 Defendants' long term objective—lucrative acquisition by another company. They recognized
8 that JLI's product, with its potential to dominate the nicotine products market by hooking new
9 users, would appeal to one segment of the economy in particular: the cigarette industry.

10 75. JLI and the Management Defendants also recognized that their business goal—
11 becoming part of the cigarette industry—was unlikely to endear them to the consumers that they
12 needed to purchase their products. Years of anti-smoking campaigns have successfully
13 stigmatized cigarette smoking. When Monsees and Bowen presented their thesis and product
14 design to their classmates, they included a clip from a South Park episode showing the
15 characters assembled at the Museum of Tolerance and shaming a smoker.⁵⁸

16 76. Monsees and Bowen needed to shape social norms such that the public attitude
17 towards e-cigarettes would allow consumers to use their product without the stigma and self-
18 consciousness smokers experienced. Monsees and Bowen saw a market opportunity in a
19 generation of non-smoking consumers brought up on anti-smoking norms. In Monsees' words,
20 they wanted to redesign the cigarette “to meet the needs of people who want to enjoy tobacco
21 but don't self-identify with—or don't necessarily want to be associated with—cigarettes.”⁵⁹

22 77. Part of this approach was consistently portraying JUUL as an enemy of the
23 cigarette industry, with a publicly announced goal of eliminating the cigarette. In an interview,
24

25 _____
26 ⁵⁸ Gabriel Montoya, *Pax Labs: Origins with James Monsees*, Social Underground,
<https://socialunderground.com/2015/01/pax-ploom-origins-future-james-monsees/>

27 ⁵⁹ *Id.*; see also, INREJUUL 00064696 [REDACTED]
28 [REDACTED]

1 Bowen asserted that he and Monsees spent a lot of time talking about “the kind of typical
2 thoughts of evil Big Tobacco companies like coming down and squashing you.”⁶⁰ The “Mission
3 Statement” on JLI’s homepage proclaims:

4 Our mission is to transition the world’s billion adult smokers away from
5 combustible cigarettes, eliminate their use, and combat underage usage of our
6 products.

7 We envision a world where fewer adults use cigarettes, and where adults who
8 smoke cigarettes have the tools to reduce or eliminate their consumption entirely,
9 should they so desire.⁶¹

10 In fact, JLI’s Chief Administrative Officer has publicly stated that the goal behind JLI is
11 “eliminating cigarettes.”⁶²

12 78. This public message of eliminating cigarettes and challenging tobacco companies
13 stands in direct contrast with JLI’s actual business and investment strategy. From the beginning,
14 Bowen and Monsees actively sought the investment and assistance of major cigarette
15 companies. Bowen and Monsees’ initial foray into the e-cigarette business, Ploom, launched its
16 e-cigarette as the ModelOne in 2010, using pods of loose-leaf tobacco heated by butane. It did
17 not catch on. Ploom only sold a few thousand devices. By then a company with a dozen
18 employees, Ploom was faltering, in need of money, technological expertise, and marketing
19 savvy.⁶³

20 79. Help came from Japan Tobacco International (“Japan Tobacco”), a division of
21 Japan Tobacco Inc., the fourth-largest tobacco company in the world. In December 2011, Japan
22 Tobacco and Ploom entered into a strategic agreement, which gave Japan Tobacco a minority
23 stake in Ploom and made it a strategic partner. In a statement regarding the agreement, Monsees

24 ⁶⁰ Alison Keeley, *Vice Made Nice? A high-tech alternative to cigarettes*, Stanford Magazine,
25 <https://stanfordmag.org/contents/vice-made-nice>

26 ⁶¹ *Our Mission*, JUUL LABS (2019), <https://www.juul.com/mission-values>

27 ⁶² Ashley Gould, *JUUL Labs is committed to eliminating cigarettes*, Cal Matters, (March 18,
28 2019).

⁶³ David H. Freedman, *How do you Sell a Product When You Really Can’t Say What it Does?*,
Inc., [https://www.inc.com/magazine/201405/david-freedman/james-monsees-ploom-ecigarette-
company-marketing-dilemma.html](https://www.inc.com/magazine/201405/david-freedman/james-monsees-ploom-ecigarette-company-marketing-dilemma.html)

1 said, “We are very pleased to partner with [Japan Tobacco] as their deep expertise, global
2 distribution networks and capital resources will enable us to enter our next phase of growth and
3 capitalize on global expansion opportunities.”⁶⁴ As Bowen explained in an interview, “We were
4 still doing a lot of our own internal product development, but now we had access to floors of
5 scientists at [Japan Tobacco].”⁶⁵

6 80. According to internal documents, [REDACTED]

7 [REDACTED]
8 [REDACTED]⁶⁶ [REDACTED]
9 [REDACTED]

10 [REDACTED]⁶⁷ In addition, [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]

14 [REDACTED]⁶⁸

15 81. JLI and the Management Defendants [REDACTED]
16 [REDACTED]

17 [REDACTED]⁶⁹ According to [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]

22 ⁶⁴ *Innovative Partnership for Ploom and Japan Tobacco International JTI to Take Minority*
23 *Share in Ploom*, Japan Tobacco Int’l (Dec. 8, 2011),
24 [https://www.jti.com/sites/default/files/press-releases/documents/2011/innovative-partnership-](https://www.jti.com/sites/default/files/press-releases/documents/2011/innovative-partnership-for-ploom-and-japan-tobacco-international.pdf)
[for-ploom-and-japan-tobacco-international.pdf](https://www.jti.com/sites/default/files/press-releases/documents/2011/innovative-partnership-for-ploom-and-japan-tobacco-international.pdf)

25 ⁶⁵ David H. Freedman, *How do you Sell a Product When You Really Can’t Say What it Does?*,
26 Inc., [https://www.inc.com/magazine/201405/david-freedman/james-monsees-ploom-ecigarette-](https://www.inc.com/magazine/201405/david-freedman/james-monsees-ploom-ecigarette-company-marketing-dilemma.html)
[company-marketing-dilemma.html](https://www.inc.com/magazine/201405/david-freedman/james-monsees-ploom-ecigarette-company-marketing-dilemma.html)

27 ⁶⁶ INREJUUL_00371423 ([REDACTED]).

28 ⁶⁷ INREJUUL_00371447.

⁶⁸ INREJUUL_00371458-INREJUUL_00371459.

⁶⁹ INREJUUL_0016386 ([REDACTED]).

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[REDACTED]⁷⁰ The end result of the process would be [REDACTED]

[REDACTED]⁷¹

82. [REDACTED]

[REDACTED]

[REDACTED]⁷²

[REDACTED]

83. According to [REDACTED]

[REDACTED]

[REDACTED]⁷³

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

⁷⁰ *Id.*

⁷¹ *Id.*

⁷² INREJUUL_0016399.

⁷³ INREJUUL_0016400-INREJUUL_0016401.

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[REDACTED]⁷⁴

84. Consistent with [REDACTED]

[REDACTED]

[REDACTED]⁷⁵

[REDACTED]

85. The [REDACTED]

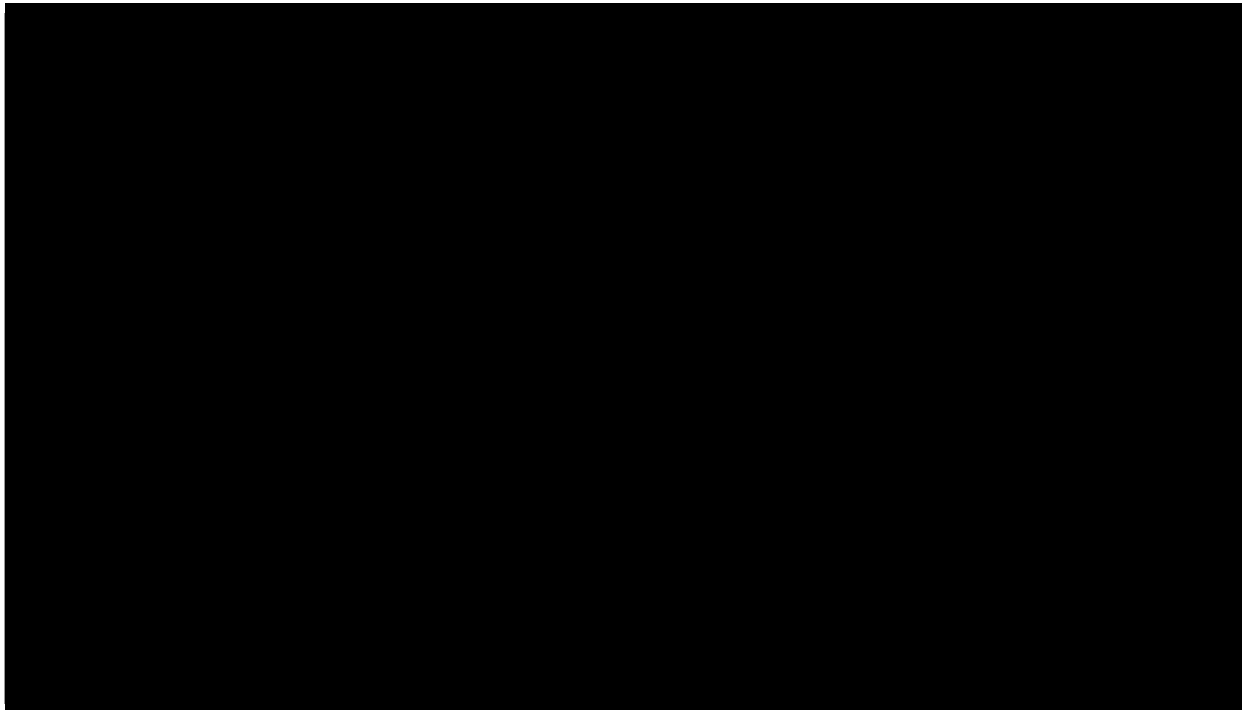
[REDACTED]⁷⁶

⁷⁴ INREJUUL_0016404.

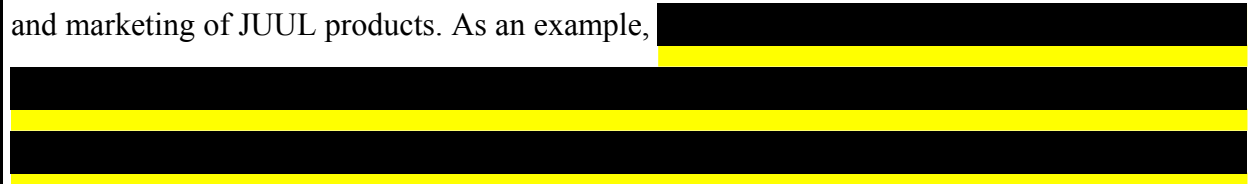
⁷⁵ INREJUUL_00061757 [REDACTED].

⁷⁶ INREJUUL_00061833.

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86. This goal—acquisition by a major cigarette company—was a motive that the JLI and the Management Defendants would return to in making decisions about the manufacture and marketing of JUUL products. As an example,



⁷⁷ Bowen knew that to achieve the ultimate goal of acquisition, JLI and the Management Defendants would have to grow the market share of nicotine-addicted e-cigarette users, regardless of the human cost.

87. JLI and the Management Defendants sought to grow the market share of nicotine-addicted e-cigarette users beginning by at least early 2015 through two related schemes: first, by designing an unsafe product with a high nicotine content that was intended to addict, or exacerbate the addiction of, its users; and, second, by marketing and misbranding that potent product to the broadest possible audience of potential customers, including young people whose addiction would last the longest and be the most profitable for the Defendants.

⁷⁷ INREJUUL_00294198.

1 **C. JLI and Bowen Designed a Nicotine Delivery Device Intended to Create and**
2 **Sustain Addiction.**

3 88. JLI was well-aware from the historical cigarette industry documents that the
4 future of any nicotine-delivery business depends on snaring kids before they age beyond the
5 window of opportunity. One memo from a Lorillard marketing manager to the company's
6 president put it most succinctly, "[t]he base of our business is the high school student."⁷⁸ It is no
7 surprise, then, that the industry designed products specifically to attract and addict teen
8 smokers. Claude Teague of R.J. Reynolds titled one internal memo "Research Planning
9 Memorandum on Some Thoughts About New Brands of Cigarettes for the Youth Market." In it
10 he frankly observed, "Realistically, if our Company is to survive and prosper, over the long
11 term, we must get our share of the youth market. In my opinion this will require new brands
12 tailored to the youth market."⁷⁹ Dr. Teague noted that "learning smokers" have a low tolerance
13 for throat irritation so the smoke should be "as bland as possible," i.e., not harsh; and he
14 specifically recommended an acidic smoke "by holding pH down, probably below 6." As seen
15 below, JLI heeded Dr. Teague's advice.

16 **1. JLI and Bowen Made Highly Addictive E-Cigarettes Easy for Young**
17 **People and Non-Smokers to Inhale.**

18 89. As combustible cigarettes were on the decline, e-cigarettes were introduced to
19 the U.S. market beginning in 2007. Over time, e-cigarettes developed a small group of regular
20 users, who were primarily current or former smokers. By 2014, the e-cigarette market in the
21 U.S. was in decline.

22 90. E-cigarettes struggled to compete with combustible cigarettes, because of the
23 technical challenge of delivering enough aerosolized nicotine to satisfy a smoker's addiction in
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27 ⁷⁸ Internal Memo from T.L. Achey (Lorillard Tobacco Company) to Curtis Judge, Product
Information, (August 1978).

28 ⁷⁹ Internal Memo from Claude Teague (R.J. Reynolds), Research Planning Memorandum on
Some Thoughts About New Brands of Cigarettes for the Youth Market, (Feb. 2, 1973).

1 a palatable form.⁸⁰ Before JUUL, most e-cigarettes used an alkaline form of nicotine called
2 free-base nicotine.⁸¹ When aerosolized and inhaled, free-base nicotine is relatively bitter,
3 irritates the throat, and is perceived as harsh by the user.⁸² This experience is often referred to as
4 a “throat hit.” The higher the concentration of free-base nicotine, the more intense the “throat
5 hit.”⁸³ While some “harshness” would not have much impact on seasoned cigarette smokers, it
6 would deter newcomers, or nicotine “learners,” as Claude Teague at R.J. Reynolds called young
7 non-smokers decades ago.

8 91. Before 2015, most e-liquids on the market were between 1% and 2%
9 concentration; 3% concentrations were marketed as appropriate for consumers who were
10 accustomed to smoking approximately forty cigarettes a day.⁸⁴ None of these e-liquids delivered
11 as much nicotine as quickly as a combustible cigarette.

12 92. Around 2013, JLI scientists developed new e-liquids and new devices to increase
13 the amount of nicotine that e-cigarettes could deliver to users and to reduce the throat hit. JLI
14 scientists focused on nicotine salts rather than free-base nicotine, and they tested their
15 formulations in a variety of ways.

16 **2. JLI’s Initial Experiments Measured Non-Smokers “Buzz” Levels and**
17 **Perceptions of Throat Harshness**

18 93. JLI intentionally designed its product to minimize “throat hit” and maximize
19 “buzz.”

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 ⁸⁰ Robert K. Jackler & Divya Ramamurthi, *Nicotine Arms Race: JUUL and the High-nicotine*
26 *Product Market*, 28 Tobacco Control 623 (2019).

27 ⁸¹ *Id.*

28 ⁸² *Id.*

⁸³ *Id.*

⁸⁴ *Id.*

1 [REDACTED]
2 94. In these early tests, [REDACTED]

3 [REDACTED]
4 [REDACTED]⁸⁵ The aim was to develop a nicotine salt formulation that maximized
5 buzz, minimized harshness. “Employees tested new liquid-nicotine formulations on themselves
6 or on strangers taking smoke breaks on the street. Sometimes, the mix packed too much punch –
7 enough nicotine to make some testers’ hands shake or send them to the bathroom to
8 vomit”⁸⁶

9 95. The [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]⁸⁷

13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
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21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

26 _____
27 ⁸⁵ INREJUUL_00002903.

28 ⁸⁶ Chris Kirkham, *Juul Disregarded Early Evidence it was Hooking Teens*, Reuters (Nov. 5, 2019), <https://www.reuters.com/investigates/special-report/juul-ecigarette/>

⁸⁷ INREJUUL_00002903.

1 97. A later study by Anna K. Duell et al., which examined 4% benzoate solutions—
2 the basis for JUUL’s subsequent commercial formulations—explains why there was so little
3 throat hit. The Duell study determined that the fraction of free-base nicotine in JUUL’s “Fruit
4 Medley” flavor was 0.05 and in “Crème Brulee” was 0.07.⁸⁸ Given total nicotine content of 58
5 mg/ml and 56 mg/ml in each flavor, respectively, these flavors have roughly 3-4 mg/ml free-
6 base nicotine. For comparison, “Zen” brand e-liquid contains 17 mg/ml of nicotine—less than
7 one-third of the total nicotine content of JUUL’s flavors—but has a free-base fraction of 0.84,⁸⁹
8 resulting in over 14 mg/ml of free-base nicotine. The Duell Study’s authors found that the low
9 free-base fraction in JUUL aerosols suggested a “decrease in the perceived harshness of the
10 aerosol to the user and thus a greater abuse liability.”⁹⁰

11 98. Dramatically reducing the throat hit is not necessary for a product that is aimed
12 at smokers, who are accustomed to the harshness of cigarette smoke, but it very effectively
13 appeals to nonsmokers, especially youths. The cigarette industry has long recognized this; a
14 published study of industry documents concluded that “product design changes which make
15 cigarettes more palatable, easier to smoke, or more addictive are also likely to encourage greater
16 uptake of smoking.”⁹¹ The Duell study concluded that JLI’s use of nicotine salts “may well
17 contribute to the current use prevalence of JUUL products among youth.”⁹²

18 99. Reducing the harshness of nicotine also allows more frequent use of e-cigarettes,
19 for longer periods of time, and masks the amount of nicotine being delivered. By removing the
20 physiological drawbacks of inhaling traditional free-base nicotine, JLI’s technology removes the
21 principal barrier to nicotine consumption and addiction. The Duell study further concluded that
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23 ⁸⁸ U.S. Patent No. 9,215, 895; Anna K. Duell et al., *Free-Base Nicotine Determination in*
24 *Electronic Cigarette Liquids by H NMR Spectroscopy*, 31 Chem. Res. Toxicol. 431, 432 (Fig.
25 3).

26 ⁸⁹ Anna K. Duell et al., *Free-Base Nicotine Determination in Electronic Cigarette Liquids by H*
27 *NMR Spectroscopy*, 31 Chem. Res. Toxicol. 431 (*hereinafter* “Duell Study”).

28 ⁹⁰ *Id.* at 431–34.

⁹¹ David A. Kessler, *Juul Says It Doesn’t Target Kids. But Its E-Cigarettes Pull Them In*, N.Y.
Times (July 31, 2019), <https://www.nytimes.com/2019/07/31/opinion/juul-kids.html>

⁹² Duell Study at 433 (citing Willett, J. G., et al., *Recognition, use and perceptions of JUUL among youth and young adults*, Tobacco Control, 054273 (2018)).

1 JLI's creation of a non-irritating vapor that delivers unprecedented amounts of nicotine is
2 "particularly problematic for public health."⁹³

3 **3. JUULs Rapidly Deliver Substantially Higher Doses of Nicotine than**
4 **Cigarettes.**

5 100. In 2014, after [REDACTED]

6 [REDACTED]
7 [REDACTED]
8 [REDACTED] From these measurements, the scientists calculated key pharmacokinetic parameters,
9 including maximum concentration of nicotine in the blood (Cmax) and total nicotine exposure
10 (Area Under the Curve or AUC). JLI reported the results in U.S. Patent No. 9,215,895 (the '895
11 patent), for which JLI applied on October 10, 2014,⁹⁶ and which was granted in December 2015.
12 The named inventors on the patent were Adam Bowen and Chenyue Xing

13 101. Among the formulations was a 4% benzoate formulation, which was made with
14 3.8% benzoic acid and 5% nicotine, as well as propylene glycol and vegetable glycerin.⁹⁷ As a
15 comparator, JLI also measured nicotine blood levels after smoking Pall Mall cigarettes. The

16 [REDACTED]
17 [REDACTED]⁹⁸ [REDACTED]
18 [REDACTED]:
19 [REDACTED]
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23 ⁹³ *Id.* at 431.

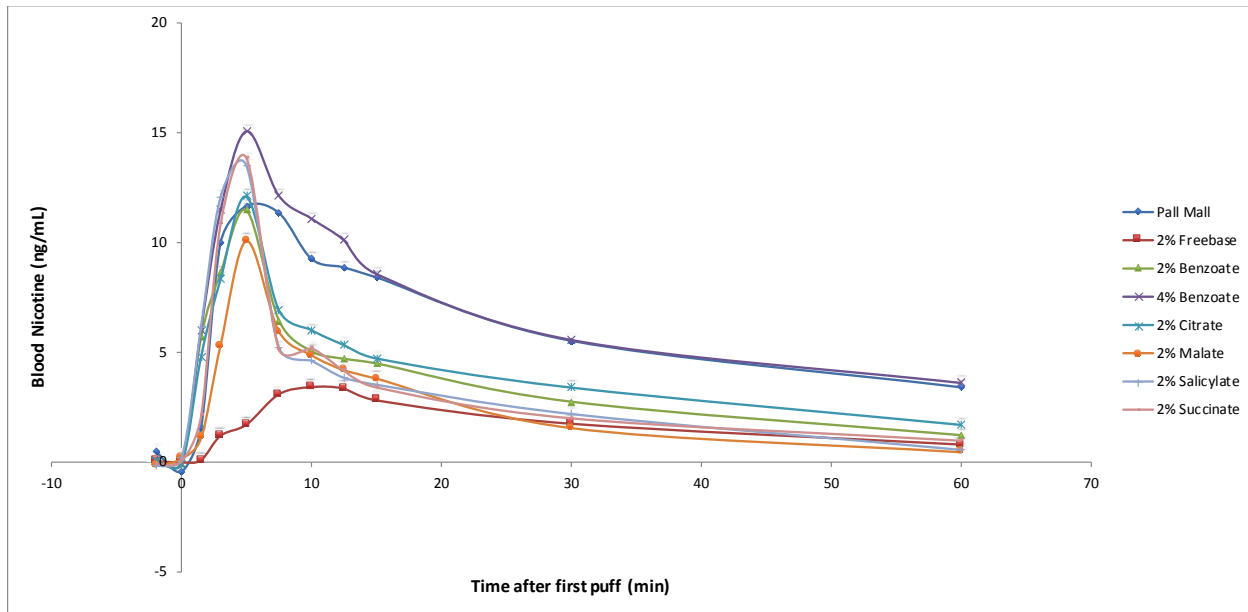
24 ⁹⁴ INREJUUL_00350930.

25 ⁹⁵ *Id.*

26 ⁹⁶ This application was a continuation of U.S. Patent Application No. 14/271,071, filed May 6,
27 2014, which claimed the benefit of U.S. Provisional Patent Application Serial No. 61/820,128,
28 filed May 6, 2014, and U.S. Provisional Patent Application Serial No. 61/912,507, filed
December 5, 2013.

⁹⁷ U.S. Patent No. 9,215,895 at 19:63-20:4.

⁹⁸ INREJUUL_00024437.



102. According to Table 1 in the patent, the C_{max} (the maximum nicotine concentration in blood) for Pall Mall cigarettes was 11.65 ng/mL, and for 4% benzoate it was 15.06 ng/mL, which is nearly 30% higher. The total nicotine exposure (as measured by Area Under the Curve or AUC) was 367.5 ng * min/mL for Pall Mall cigarettes and 400.2 ng * min/mL for 4% benzoate, which is almost 9% higher. The 4% benzoate formulation had the highest C_{max} and AUC of any of the formulations measured.

103. Describing these results, JLI's '895 patent all but brags that it surpassed a commercially available combustible cigarette (Pall Mall) in maximum delivery and nearly rivaled it in how soon it could deliver peak nicotine. According to the '895 patent, "certain nicotine salt formulations [i.e., JLI's] provide satisfaction in an individual superior to that of free base nicotine, and more comparable to the satisfaction in an individual smoking a traditional cigarette."⁹⁹ The patent further explains that the "rate of nicotine uptake in the blood" is higher for some claimed nicotine salt formulations "than for other nicotine salt formulations aerosolized by an electronic cigarette... and likewise higher than nicotine free-base formulations, while the peak nicotine concentration in the blood and total amount of nicotine delivered appears comparable to a traditional cigarette."¹⁰⁰

⁹⁹ U.S. Patent No. 9,215, 895, at 7:51-55 (filed Dec. 22, 2015) (emphasis added).

¹⁰⁰ *Id.* at 7:63-8:4.

1 104. In other words, JLI distinguishes itself, and established the patentability of its e-
 2 liquids, by reference to their superlative ability to deliver nicotine, both in terms of peak blood
 3 concentration and total nicotine delivery. The rate of nicotine absorption is key to providing
 4 users with the nicotine “kick”¹⁰¹ that drives addiction and abuse.¹⁰² Because “nicotine yield is
 5 strongly correlated with tobacco consumption,”¹⁰³ a JUUL pod with more nicotine will strongly
 6 correlate with higher rates of consumption of JUUL pods, generating more revenue for JUUL.
 7 For example, a historic cigarette industry study that looked at smoker employees found that “the
 8 number of cigarettes the employees smoked per day was directly correlated to the nicotine
 9 levels.”¹⁰⁴ In essence, JLI distinguished itself based on its e-liquids’ extraordinary potential to
 10 addict.

11 105. [REDACTED]

12 [REDACTED]¹⁰⁵ The Reilly study tested
 13 JUUL’s tobacco, crème brûlée, fruit medley, and mint flavors and found that a puff of JUUL
 14 delivered 164 ± 41 micrograms of nicotine per 75 mL puff. By comparison, a 2014 study using
 15 larger 100 mL puffs found that a Marlboro cigarette delivered 152-193 µg/puff.¹⁰⁶ Correcting to
 16 account for the different puff sizes between these two studies, this suggests that, at 75 mL/puff,
 17

18 ¹⁰¹ Internal Memo from Frank G. Colby (R.J. Reynolds), *Cigarette Concept to Assure RJR a*
 19 *Larger Segment of the Youth Market*, (Dec. 4, 1973).

20 ¹⁰² As the National Institutes of Health has noted, the “amount and speed of nicotine
 21 delivery . . . plays a critical role in the potential for abuse of tobacco products.” *How Tobacco*
 22 *Smoke Causes Disease: The Biology and Behavioral Basis for Smoking-Attributable Disease, A*
 23 *Report of the Surgeon General* at 181 (2010),
 24 https://www.ncbi.nlm.nih.gov/books/NBK53017/pdf/Bookshelf_NBK53017.pdf

25 ¹⁰³ Martin J. Jarvis et al., *Nicotine Yield From Machine Smoked Cigarettes and Nicotine Intakes*
 26 *in Smokers: Evidence From a Representative Population Survey*, 93 *Nt’l Cancer Inst.* 134
 27 (Jan. 17, 2001), <https://academic.oup.com/jnci/article/93/2/134/2906355>

28 ¹⁰⁴ Letter from Peggy Martin to Study Participants, *Resume of Results from Eight-Week*
Smoking Study, UCSF Library, 1003285443-5443 (Sept. 10, 1971).

¹⁰⁵ Samantha M. Reilly et al., *Free Radical, Carbonyl, and Nicotine Levels Produced by JUUL*
Electronic Cigarettes, 21 *Nicotine Tobacco Research* 1274 (Aug. 19, 2019),
<https://www.ncbi.nlm.nih.gov/pubmed/30346584>

¹⁰⁶ Megan J. Schroeder & Allison C. Hoffman, *Electronic Cigarettes and Nicotine Clinical*
Pharmacology, 23 *Tobacco Control* ii30 (May 23, 2014),
www.ncbi.nlm.nih.gov/pmc/articles/PMC3995273/

1 a Marlboro would deliver about 114-145 µg/puff. In other words, the Reilly study suggests that
2 JUUL delivers more nicotine per puff than a Marlboro cigarette.

3 106. Additionally, depending on how the product is used, an e-cigarette with the 4%
4 benzoate solution is capable of delivering doses that are materially higher [REDACTED]
5 [REDACTED]. As a paper published by the European Union notes: “[A]n e-cigarette with a
6 concentration of 20 mg/ml delivers approximately 1 milligram of nicotine in five minutes (the
7 time needed to smoke a traditional cigarette, for which the maximum allowable delivery is 1 mg
8 of nicotine).”¹⁰⁷ With at least 59 mg/ml of nicotine in a salt form that increases the rate and
9 efficiency of uptake (and even with a lower mg/ml amount), a JUUL pod easily exceeds the
10 nicotine dose of a combustible cigarette. Not surprisingly, the European Union has banned all e-
11 cigarette products with a nicotine concentration of more than 20 mg/ml nicotine, and other
12 countries have considered similar regulations.¹⁰⁸

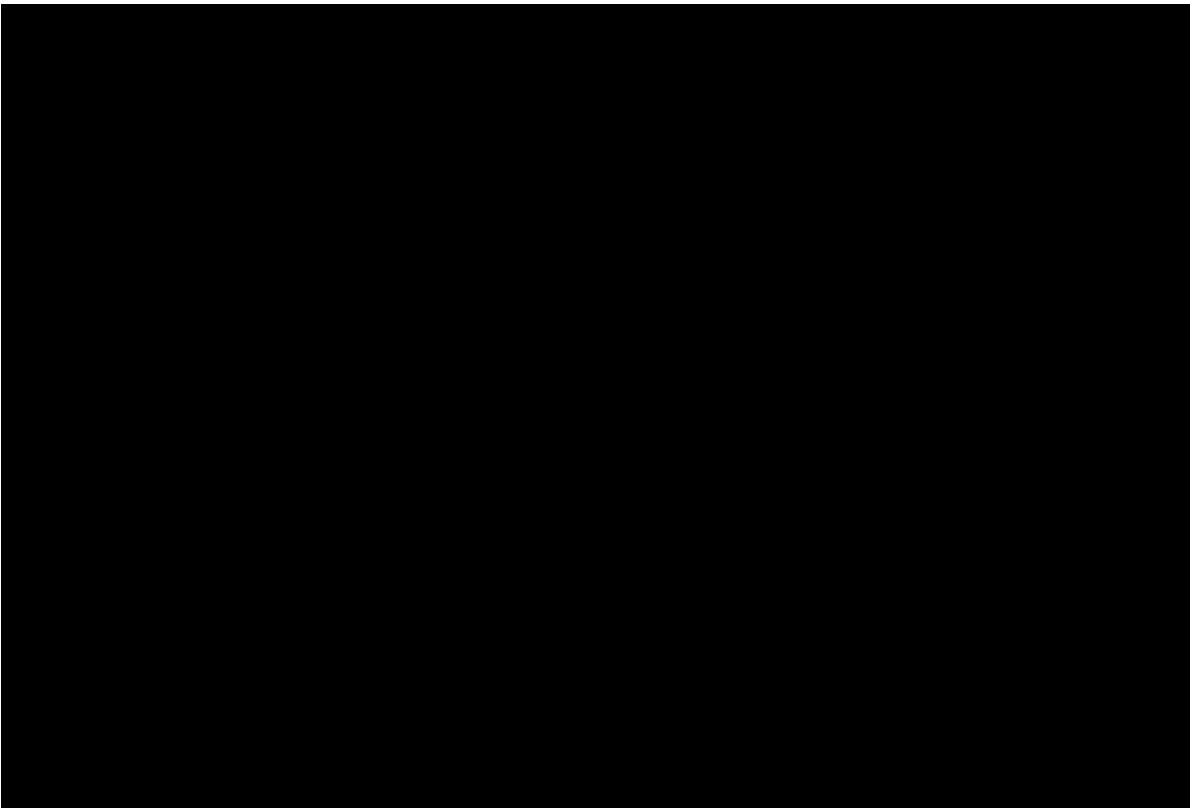
13 107. [REDACTED]
14 [REDACTED]
15 [REDACTED] ¹⁰⁹.
16 [REDACTED]
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¹⁰⁷ E-Cigarettes, European Comm’n,
https://ec.europa.eu/health/sites/health/files/tobacco/docs/fs_ecigarettes_en.pdf (last visited
February 10, 2020) (citing United Kingdom Medicines and Healthcare Products Regulatory
Agency and industry reports).

¹⁰⁸ Charis Girvalaki et al., *Discrepancies in Reported Versus Measured Nicotine Content of E-
cigarette Refill Liquids Across Nine European Countries Before and After the Implementation
of the EU Tobacco Products Directive*, 55 *Eur. Respir. J.* 1900941 (2020),
<https://doi.org/10.1183/13993003.00941-2019>

¹⁰⁹ INREJUUL_00442040-INREJUUL_00442080, INREJUUL_00442064

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108. Given the concentration of nicotine in a JUUL pod, four to five milligrams of JUUL e-liquid contains about 200-250 micrograms (μg) of nicotine. As noted by [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]¹¹⁰ In other words, JUUL’s precisely calibrated nicotine delivery system was specifically engineered to aerosolize [REDACTED]
[REDACTED]¹¹¹

109. JLI scientists realized in 2014 that the amount of nicotine that JUUL e-cigarettes delivered could be problematic. Chenyue Xing stated that “[y]ou hope that they get what they want, and they stop,” but JLI scientists were concerned that “a Juul—unlike a cigarette—never burns out,” so the device gives no signal to the user to stop. According to Xing, JLI scientists

¹¹⁰ INREJUUL_00347306.
¹¹¹ *Id.*

1 “didn’t want to introduce a new product with stronger addictive power.”¹¹² For this reason, “the
2 company’s engineers explored features to stop users from ingesting too much of the drug, too
3 quickly. JLI’s founders applied for a patent in 2014 that described methods for alerting the user
4 or disabling the device when the dose of a drug such as nicotine exceeds a certain threshold.”¹¹³
5 For example, “[o]ne idea was to shut down the device for a half-hour or more after a certain
6 number of puffs[.]”¹¹⁴ But upper management rejected the concerns that the scientists raised,
7 and “[t]he company never produced an e-cigarette that limited nicotine intake.”¹¹⁵

8 110. As another option, JLI could have limited the duration of each puff to prevent the
9 JUUL from delivering doses of nicotine exceeding those of a cigarette on a per-puff basis.

10 Instead, it [REDACTED]¹¹⁶ [REDACTED]
11 [REDACTED]
12 [REDACTED]¹¹⁷

13 111. Further warnings about the addictive power of the JUUL e-cigarette—and its
14 appeal to youths—came [REDACTED]

15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]¹¹⁸
20 [REDACTED]
21 [REDACTED]

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24 ¹¹² Chris Kirkham, *Juul Disregarded Early Evidence it was Hooking Teens*, Reuters (Nov. 5,
2019, 11:00 AM), <https://www.reuters.com/investigates/special-report/juul-ecigarette/>.

25 ¹¹³ *Id.*

26 ¹¹⁴ *Id.*

27 ¹¹⁵ *Id.*

28 ¹¹⁶ INREJUUL_00431693

¹¹⁷ INREJUUL_00351218; INREJUUL_00351239.

¹¹⁸ JLI00365905.

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[REDACTED] ¹¹⁹

112. [REDACTED]

[REDACTED]

[REDACTED] ¹²⁰

113. [REDACTED]

[REDACTED] ¹²¹

[REDACTED]

[REDACTED] ¹²²

[REDACTED] ¹²³

114. [REDACTED]

[REDACTED] ¹²⁴

[REDACTED] ¹²⁵

115. In late 2014, knowing the results [REDACTED]

[REDACTED]

All JUUL formulations at launch used the same amount of nicotine and benzoic acid as did the formulation that resulted in the highest nicotine blood levels [REDACTED]. JUUL pods were foreseeably exceptionally addictive, particularly when used by persons without prior exposure to nicotine.

¹¹⁹ *Id.* (emphasis added).

¹²⁰ JLI00365709.

¹²¹ JLI00365176.

¹²² INREJUUL_00058345.

¹²³ *Id.*

¹²⁴ JLI00364678.

¹²⁵ JLI00364487.

1 **4. JLI and the Management Defendants Knew That JUUL was**
2 **Unnecessarily Addictive Because It Delivered More Nicotine Than**
3 **Smokers Needed or Wanted.**

4 116. The JUUL e-cigarette launched in 2015. After the launch, JLI and the
5 Management Defendants continued to collect information about the addictiveness of JUUL.
6 This information confirmed what they already knew: JUUL was exceptionally dangerous
7 because of its addictiveness.

8 117. For example, [REDACTED]

9 [REDACTED] He wrote:
10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

1 [REDACTED]
2 118. Another example came just days later. On [REDACTED]

3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]¹²⁷

8 119. Additionally, [REDACTED]
9 [REDACTED]
10 [REDACTED]

11 [REDACTED]¹²⁸ This is consistent with a central goal of the product’s design: capturing “users
12 with the first hit.”¹²⁹

13 120. None of this information was a surprise, nor did it cause JLI or the Management
14 Defendants to change JLI’s products or marketing. In fact, they embraced it. [REDACTED]

15 [REDACTED]
16 [REDACTED]¹³⁰

17 121. The following year, JLI and the Management Defendants obtained even more
18 evidence that the amount of nicotine in JUULpods was needlessly high. [REDACTED]

19 [REDACTED]
20 [REDACTED]
21 [REDACTED]

22 [REDACTED]¹³¹ Similarly, [REDACTED]
23 [REDACTED]

24 _____
25 ¹²⁶ INREJUUL_00264888-INREJUUL_00264890.

26 ¹²⁷ INREJUUL_00230416.

27 ¹²⁸ INREJUUL_00434580-INREJUUL_00434590.

28 ¹²⁹ Chris Kirkham, *Juul Disregarded Early Evidence it was Hooking Teens*, Reuters (Nov. 5, 2019), <https://www.reuters.com/investigates/special-report/juul-ecigarette>.

¹³⁰ INREJUUL_00228928-INREJUUL_00228930.

¹³¹ INREJUUL_00260068.

1 [REDACTED] ¹³²

2 122. [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED] ¹³³

6 123. [REDACTED]

7 [REDACTED] ¹³⁴

8 124. [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED] ¹³⁵

12 125. [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED] ¹³⁶

16 126. [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED] ¹³⁷

20 **5. JUUL’s Design Did Not Look Like a Cigarette, Making it Attractive**

21 **to Non-Smokers and Easy for Young People to Use Without**

22 **Detection.**

23 127. Not only did JUUL contain high levels of nicotine that delivered a strong “buzz”

24

25 ¹³² INREJUUL_00260065.

26 ¹³³ INREJUUL_00244200.

27 ¹³⁴ *Id.*

28 ¹³⁵ *Id.*

¹³⁶ *Id.*

¹³⁷ *Id.*

1 from the first puff, JLI designed its product to look appealing to youth and non-smokers. In

2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]

7 128. JLI’s strategy to position a nicotine-delivery device as the cool thing to do is not
8 new. Decades before, Dr. Teague from R.J. Reynolds observed: “pre-smokers” face
9 “psychological pressure” to smoke if their peers are doing so, “a new brand aimed at a young
10 smoker must somehow be the ‘in’ brand and its promotion should emphasize togetherness,
11 belonging and group acceptance, while at the same time emphasizing ‘doing one’s own
12 thing.’”¹³⁹ Again, JUUL followed the cigarette playbook verbatim.

13 129. JLI knew that among its target audience, young people, cigarette smoking had
14 become increasingly stigmatized. JLI wanted to create a product that would create “buzz” and
15 excitement, totally different from the image of addicted cigarette smokers huddling outside their
16 workplaces in the cold to get their nicotine fix.

17 130. Unlike the distinct smell and odor emitted from combustible cigarettes, JUUL
18 emits a reduced aerosol with a nearly undetectable scent. And unlike other e-cigarettes, the
19 JUUL device does not produce large plumes of smoke. Instead, the vapor cloud is very small
20 and dissipates very quickly, allowing for concealed use. As a result, a young users can, and do,
21 use JUUL—in class or at home—without detection.

22 131. The JUUL device is small and discrete. Fully assembled, the device is just over
23 9.5 cm in length and 1.5 cm wide. The JUUL device resembles a memory stick and can be
24 charged in a computer’s USB drive. This design allows the device to be concealed in plain
25 sight, camouflaged as a thumb-drive, for use in public spaces, like schools.

27 ¹³⁸ INREJUUL_00057291 et seq.

28 ¹³⁹ Claude Teague, Research Planning Memorandum on Some Thoughts About New Brands of Cigarettes for the Youth Market, (internal RJR memo) (Feb. 2, 1973).

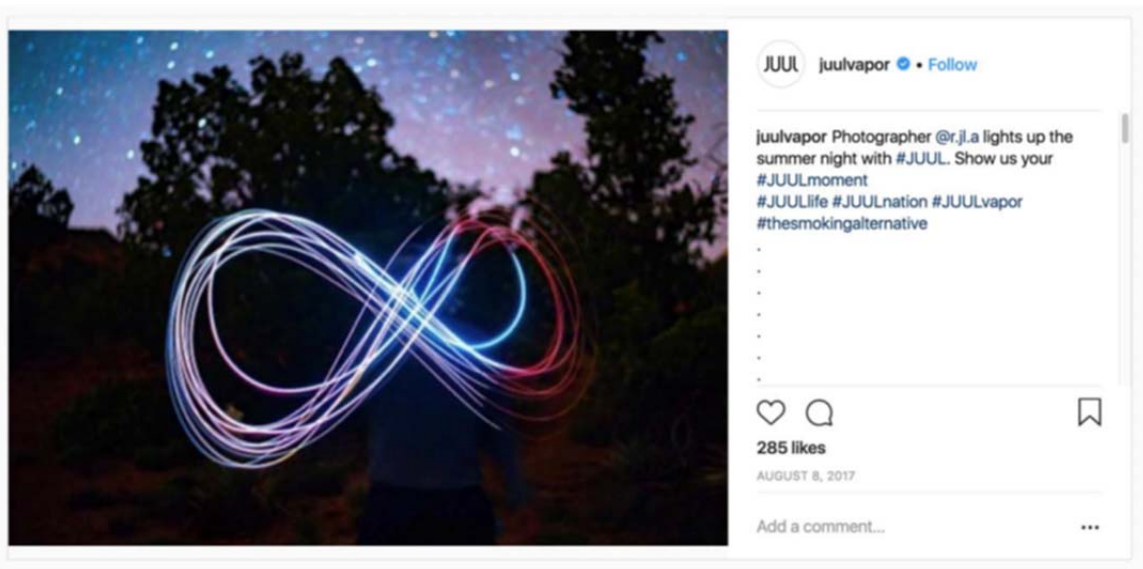


132. Referred to as “the iPhone of e-cigarettes,” JLI’s design was also slick and high-tech, which made it appealing to youth. JLI co-founder Bowen drew on his experience as a design engineer at Apple to make JUUL resonate with Apple’s popular aesthetics. This high-tech style made JUULs look “more like a cool gadget and less like a drug delivery device. This wasn’t smoking or vaping, this was JUULing.”¹⁴⁰ The evocation of technology makes JUUL familiar and desirable to the younger tech-savvy generation, particularly teenagers. According to a 19-year-old interviewed for the Vox series *By Design*, “our grandmas have iPhones now, normal kids have JUULs now. Because it looks so modern, we kind of trust modern stuff a little bit more so we’re like, we can use it, we’re not going to have any trouble with it because you

¹⁴⁰ *How JUUL Made Nicotine Go Viral*, Vox (Aug. 10, 2018), <https://www.youtube.com/watch?v=AF0poKBUyok>

1 can trust it.”¹⁴¹ A 16-year-old agreed, explaining that “the tech aspect definitely helps people get
 2 introduced to it and then once they’re introduced to it, they’re staying, because they are
 3 conditioned to like all these different products. And then this is another product. And it’s just
 4 another product. Until you’re addicted to nicotine.”¹⁴²

5 133. JUUL’s design also included an LED light, which allowed users to active “party
 6 mode,” whereby the LED light would flash a rainbow of colors. “Party mode” is activated by
 7 the user by waving the JUUL device back and forth until the white LED light starts flashing
 8 multiple colors, so that the rainbow colors are visible while the person inhales from the JUUL
 9 device. “Party mode” can also be permanently activated on the JUUL by the user quickly and
 10 firmly slapping the JUUL against the palm of the hand, until the LED light starts flashing
 11 multiple colors permanently. Party mode on the JUUL is described by users to be “like an
 12 Easter egg in a video game” and allows for “some cool tricks that are going to drive [] friends
 13 crazy.”¹⁴³ This feature was another characteristic that set JUUL apart from other e-cigarettes on
 14 the market, and made it even more appealing and “cool” to young users.



27 ¹⁴¹ *Id.*

28 ¹⁴² *Id.*

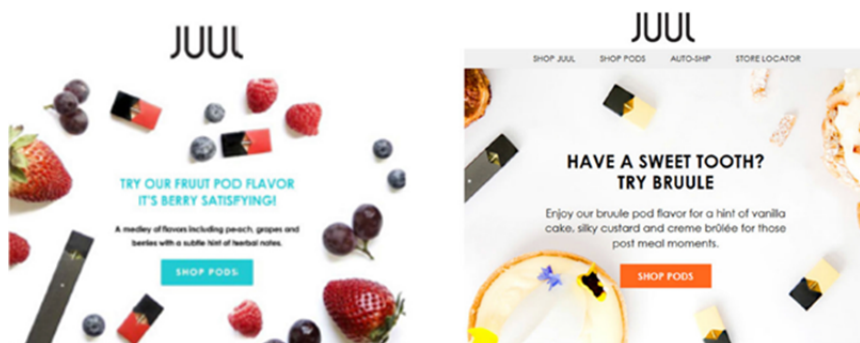
¹⁴³ Jon Hos, *Getting Your Juul Into Party Mode*, (Jul. 12, 2018), <https://vapedrive.com/getting-your-juul-into-party-mode>.

6. **JLI Enticed Newcomers to Nicotine with Kid-Friendly Flavors Without Ensuring the Flavoring Additives Were Safe for Inhalation.**

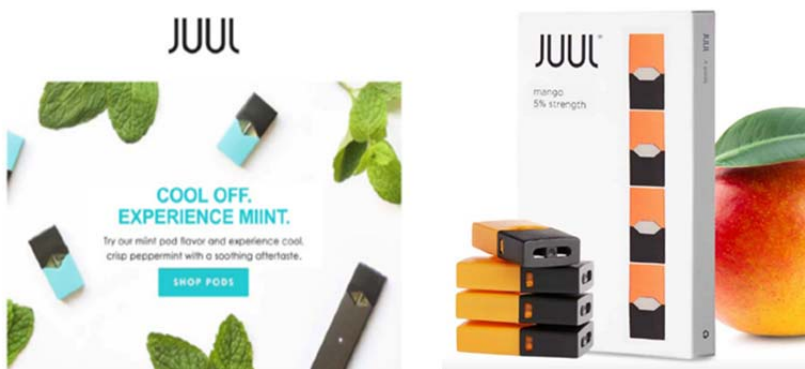
a. **JIL Develops Flavored JUUL Products That Would Appeal to Youth.**

134. Cigarette companies have known for decades that flavored products are key to getting young people to acclimate to nicotine.¹⁴⁴ A 2004 study found that seventeen-year-old smokers were more than three times as likely as those over the age of twenty-five to smoke flavored cigarettes, and they viewed flavored cigarettes as safer.¹⁴⁵

135. In June 2015, JUUL came to market in four flavors including tabaac (later renamed tobacco), fruit (later renamed fruit medley), bruulé (later renamed crème brulee), and miint (later renamed mint).



136. JUUL later offered other kid-friendly flavors, including cool mint, cucumber, and mango.



¹⁴⁴ A Sept. 1972 Brown & Williamson internal memorandum titled “Youth Cigarette New Concepts,” observed that “it’s a well known fact that teenagers like sweet products.” A 1979 Lorillard memorandum found “younger” customers would be “attracted to products with ‘less tobacco taste,’” and suggested investigating the “possibility of borrowing switching study data from the company which produces ‘Life Savers’ as a basis for determining which flavors enjoy the widest appeal” among youth.

¹⁴⁵ Gardiner Harris, *Flavors Banned From Cigarettes to Deter Youth*, N.Y. Times (Sept. 22, 2009), <https://www.nytimes.com/2009/09/23/health/policy/23fda.html>

1 137. In 2009, the FDA banned flavored cigarettes (other than menthol) as its first
 2 major anti-tobacco action pursuant to its authority under the Family Smoking Prevention and
 3 Tobacco Control Act of 2009. “Flavored cigarettes attract and allure kids into addiction,” Health
 4 and Human Services Assistant Secretary Howard Koh, MD, MPH, said at a news conference
 5 held to announce the ban.¹⁴⁶ In January 2020, the FDA banned flavored e-cigarette pods, other
 6 than “Tobacco” and “Menthol” flavors, in response to “epidemic levels of youth use of e-
 7 cigarettes” because these products are “so appealing” to children.”¹⁴⁷

8 138. The availability of e-liquids in flavors that appeal to youth increases rates of e-
 9 cigarette adoption by minors. A national survey found that that 81% of youth aged twelve to
 10 seventeen who had ever used e-cigarettes had used a flavored e-cigarette the first time they tried
 11 the product, and that 85.3% of current youth e-cigarette users had used a flavored e-cigarette in
 12 the past month. Moreover, 81.5% of current youth e-cigarette users said they used e-cigarettes
 13 “because they come in flavors I like.”¹⁴⁸

14 139. Adding flavors to e-liquids foreseeably increases the risk of nicotine addiction by
 15 making it easier and more pleasant to ingest nicotine.¹⁴⁹ Research has shown that adolescents
 16 whose first tobacco product was flavored are more likely to continue using tobacco products
 17 than those whose first product was not flavored.

18 140. In a recent study, 74% of youth surveyed indicated that their first use of a JUUL
 19

21 ¹⁴⁶ Daniel J. DeNoon, *FDA Bans Flavored Cigarettes: Ban Includes Cigarettes With Clove, Candy, and Fruit Flavors*, WebMD (Sept. 22, 2009), <https://www.webmd.com/smoking-cessation/news/20090922/fda-bans-flavored-cigarettes#2>.

22 ¹⁴⁷ <https://www.fda.gov/news-events/press-announcements/fda-finalizes-enforcement-policy-unauthorized-flavored-cartridge-based-e-cigarettes-appeal-children>

23
 24 ¹⁴⁸ See Bridget K. Ambrose et al., *Flavored Tobacco Product Use Among US Youth Aged 12-17 Years, 2013-2014*, 314 JAMA 1871 (2015). Another peer-reviewed study concluded that young adults who use electronic cigarettes are more than four times as likely to begin using regular cigarettes as their peers who have not used e-cigarettes. See Brian A. Primack, et al. *Initiation of Traditional Cigarette Smoking after Electronic Cigarette Use Among Tobacco-Naïve US Young Adults*, 131 Am. J. Med. 443.e1 (2018).

25
 26
 27 ¹⁴⁹ See *How Tobacco Smoke Causes Disease: The Biology and Behavioral Basis for Smoking-Attributable Disease: A Report of the Surgeon General*, Chapter 4 (Centers for Disease Control and Prevention ed. 2010), <https://www.ncbi.nlm.nih.gov/books/NBK53018/#ch4.s92>.

1 was of a flavored JUUL pod.¹⁵⁰

2 141. Research shows that when youth see advertisements for flavored e-cigarettes,
3 they believe the advertisements and products are intended for them.¹⁵¹

4 142. A significant majority of under-age users chose flavored e-cigarette products.¹⁵²
5 By at least [REDACTED]
6 [REDACTED]¹⁵³ Instead of taking corrective action or withdrawing the kid friendly flavors, JLI
7 capitalized on their popularity with kids.

8 143. JLI asserts that it did not intend its flavors to appeal to underage consumers.
9 After eleven Senators sent a letter to JLI questioning its marketing approach and kid-friendly e-
10 cigarette flavors, JLI visited Capitol Hill and told Senators that it never intended its products to
11 appeal to kids and did not realize they were using the products, according to a staffer for
12 Senator Dick Durbin¹⁵⁴. JLI's statements to Congress—which parallel similar protests of
13 innocence by cigarette company executives—were false.

14 144. A former JUUL manager, who spoke to The New York Times on the condition
15 that his name not be used, said that within months of JUUL's 2015 introduction, it became
16 evident that teenagers were either buying JUULs online or finding others who made the
17 purchases for them. Some people bought more JUUL kits on the company's website than they
18

19 ¹⁵⁰ Karma McKelvey et al., *Adolescents and Young Adults Use in Perceptions of Pod-based*
20 *Electronic Cigarettes*. 1 JAMA Network Open e183535 (2018), <https://doi:10.1001/jamanetworkopen.2018.3535>

21 ¹⁵¹ D.C. Petrescu, et al. *What is the Impact of E-Cigarette Adverts on Children's Perceptions of*
22 *Tobacco Smoking? An Experimental Study*, 26 Tobacco Control 421 (2016); Julia C. Chen-
23 *Sankey, et al. Perceived Ease of Flavored E-Cigarette Use and E-Cigarette Use Progression*
24 *Among Youth Never Tobacco Users*, 14 PLoS ONE 1 (2019).

25 ¹⁵² Karen A. Cullen et al., *E-cigarette Use Among Youth in the United States, 2019*, 322
26 *JAMA*, 2095 (2019), <https://tinyurl.com/y3g75gmg> ("Among current exclusive e-cigarette
27 users, an estimated 72.2% . . . of high school students and 59.2% . . . of middle school students
28 used flavored e-cigarettes. . . .").

29 ¹⁵³ See INREJLI 00265068 ([REDACTED])

30 ¹⁵⁴ <https://www.politico.com/story/2018/12/08/juul-lobbying-washington-1052219>

1 could individually use—sometimes ten or more devices at a time. “First, they just knew it was
2 being bought for resale,” said the former senior manager, who was briefed on the company’s
3 business strategy. “Then, when they saw the social media, in fall and winter of 2015, they
4 suspected it was teens.”¹⁵⁵

5 145. JLI’s use of flavors unfairly targeted not only youth, but unsuspecting adults as
6 well. By positioning JUUL pods as a flavor-oriented product rather than a system for delivering
7 a highly addictive drug, JLI deceptively led consumers to believe that JUUL pods were not only
8 healthy (or at least essentially harmless), but also a pleasure to be enjoyed regularly, without
9 guilt or adverse effect.

10 **b. Defendants Developed and Promoted the Mint Flavor and**
11 **Sought to Preserve its Market.**

12 146. While JLI and the Management Defendants were developing and marketing their
13 flavored products to appeal to and recruit youth, Altria, recognizing the value of those young
14 “replacement smokers” committed itself to the cause. With the shared goal to grow the number
15 of nicotine-addicted users, and as detailed further herein, JLI, the Management Defendants, and
16 Altria set out to do whatever was necessary to create and preserve the lucrative market for
17 flavors. In order to maximize the value of its mint line of JUULpods, JLI, with the support of
18 the Management Defendants, chemically and socially engineered its mint pods to become the
19 most popular “flavor” among youth, including through extensive surveillance of youth behavior
20 and preferences, all while seeking to conceal mint’s appeal to youth.

21 147. In July 2013, Reynolds American Inc.¹⁵⁶ released the Vuse, the first-known
22 cartridge-based nicotine salt e-cigarette to reach the domestic market.¹⁵⁷ Altria entered the
23

24
25 ¹⁵⁵ Matt Richtel & Sheila Kaplan, *Did Juul Lure Teenagers and Get ‘Customers for Life’?*,
26 N.Y. Times (Aug. 27, 2018), <https://www.nytimes.com/2018/08/27/science/juul-vaping-teen-marketing.html>

27 ¹⁵⁶ Reynolds is now a wholly owned subsidiary of British American Tobacco.

28 ¹⁵⁷ See FAQs, RJR Vapor Co., LLC, <http://www.vusevapor.com/faqs/product/> (“Since Vuse’s launch in 2013, all of our closed systems available for sale nationally (i.e., Vuse Solo, Vuse
Ciro, Vuse Vibe, and Vuse Alto) include nicotine salts.”) (last visited Feb. 10, 2020).

1 nicotine salt market one month later, with the MarkTen cig-a-like.¹⁵⁸ JLI would enter the market
2 in June 2015.

3 148. Though mint was one of the least popular e-cigarette flavor categories with youth
4 in 2015, trailing the fruit and dessert categories,¹⁵⁹ Reynolds, Altria and JLI had all introduced
5 mint-flavored products within a year of each company's initial release. By mid-2014, Reynolds
6 had added "Mint, Rich Mint, Spearmint, [and] Wintergreen" to its Vuse lineup.¹⁶⁰ By February
7 2015, Altria's Nu Mark LLC, under the leadership of Joe Murillo (JLI's current regulatory
8 head), released a Winter Mint flavor for MarkTen.

9 149. Unlike Reynolds and Altria, which released mint products after first releasing a
10 menthol variant, JLI skipped menthol and went straight to mint, adding Menthol in late 2017
11 around the same time it released its mango JUULpods.

12 150. JLI's flavored JUULpods were particularly popular with its underage users and,
13 when mango was introduced, it was the underage user's flavor of choice.

14 151. JLI, the Management Defendants, and Altria recognized both the potential of
15 using flavors to hook kids and the inevitability that the government would seek to regulate said
16 flavors. So, they sought to solidify the market presence of a "substitute" youth-friendly flavor—
17 mint—which might escape regulation and preserve JLI's astronomical sales figures.

18 **i. JLI Manipulates Chemistry of Mint JUUL Pods.**

19 152. One recent study found that JLI's mango had the lowest free-base content,
20 making it the least harsh formula; and that mint had the highest free-base content (30% more
21 free-base than mango), making mint the formula with the strongest nicotine impact.¹⁶¹

23 ¹⁵⁸ Additional Info, Nu Mark LLC, <https://markten.com> ("certain varieties" of MarkTen
24 Original "contain acetic acid, benzoic acid, and lactic acid.")

25 ¹⁵⁹ See M.B. Harrell et al., *Flavored e-cigarette use: Characterizing youth, young adult, and*
adult users, 5 Preventive Medicine Reports, 33-40, § 3.3 (Mar. 2017),
26 <https://www.sciencedirect.com/science/article/pii/S2211335516301346>

27 ¹⁶⁰ See Sen. Richard Durbin, et al., *Gateway to Addiction?* (April 14, 2014), available at
[https://www.durbin.senate.gov/imo/media/doc/Report%20-%20E-](https://www.durbin.senate.gov/imo/media/doc/Report%20-%20E-Cigarettes%20with%20Cover.pdf)
28 [Cigarettes%20with%20Cover.pdf](https://www.durbin.senate.gov/imo/media/doc/Report%20-%20E-Cigarettes%20with%20Cover.pdf)

¹⁶¹ See Duell AK, et al. *Nicotine in tobacco product aerosols: 'It's déjà vu all over again'* Tob
Control, 5 ((Dec. 17, 2019), available at

	C_{HA}/C_{Nic}	α_{th}
Benzoic acid		
JUUL 'Cool Mint' (5% nicotine)	0.97*	0.13
JUUL 'Classic Menthol' (5% nicotine)	0.98*	0.13
JUUL 'Crème Brûlée' (5% nicotine)	0.97*	0.12
JUUL 'Fruit Medley' (5% nicotine)	0.99*	0.12
JUUL 'Cool Cucumber' (5% nicotine)	1.00*	0.11
JUUL 'Classic Tobacco' (5% nicotine)	1.00*	0.11
JUUL 'Virginia Tobacco' (5% nicotine)	1.00*	0.11
JUUL "Mango" (5% nicotine)	0.99*	0.09
JUUL "Virginia Tobacco" (3% nicotine)	0.94*	0.14
JUUL 'Mint' (3% nicotine)	1.04*	0.11
Averages for JUUL	0.99±0.03 SD	0.12±0.01

Anna K. Duell et al., Nicotine in tobacco product aerosols: 'It's déjà vu all over again'

153. These findings evidence JLI, the Management Defendants, and the Altria Defendants' plan to make the flavor whose lifespan they were working hard to preserve the most potent when it got into the hands of nonsmokers, including youth.

ii. JLI's Youth Surveillance Programs Confirmed that Mint JUUL Pods are Preferred by Teens.

154. In January 2018, Kevin Burns, JLI's new CEO, deployed his experience as the former CEO of a yogurt company to begin developing JUUL's flavor portfolio.

155. One part of this initiative included studying consumer reactions to flavor names.

156. In April 2018, JLI received a document request from the FDA on April 24, 2018, seeking information about the design and marketing of JLI's products, among other things.¹⁶³

157. In response, JLI announced a commitment of \$30 million to youth prevention efforts and began sending JLI representatives to schools to present what were essentially

<https://tobaccocontrol.bmj.com/content/tobaccocontrol/early/2019/12/16/tobaccocontrol-2019-055275.full.pdf>

¹⁶² INREJUUL_00053206.

¹⁶³ Matthew Holman, *Letter from Director of Office of Science, Center for Tobacco Products, to Zaid Rouag, at JUUL Labs, Inc.*, U.S. Food & Drug Admin. (Apr. 24, 2018), <https://www.fda.gov/media/112339/download>

1 advertising campaigns for JUUL products. This conduct resulted in a Warning Letter from the
2 FDA’s Center for Tobacco Products to JLI in September 2019.¹⁶⁴

3 [REDACTED] Under the [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]

9 159. [REDACTED]

10 [REDACTED] 166 [REDACTED]

11 [REDACTED]
12 [REDACTED] 167

13 160. [REDACTED]

14 [REDACTED]
15 [REDACTED] 168 [REDACTED] 169

16 161. [REDACTED]

17 [REDACTED]
18 [REDACTED] 170

19 162. In other words, [REDACTED]

20 [REDACTED]
21 [REDACTED] This is unsurprising, as the “Mint”
22 [REDACTED]

23 ¹⁶⁴ *Juul Labs, Inc. Warning Letter*, U.S. Food & Drug Admin. (Sept. 9, 2019),
24 [https://www.fda.gov/inspections-compliance-enforcement-and-criminal-](https://www.fda.gov/inspections-compliance-enforcement-and-criminal-investigations/warning-letters/juul-labs-inc-590950-09092019)
25 [investigations/warning-letters/juul-labs-inc-590950-09092019](https://www.fda.gov/inspections-compliance-enforcement-and-criminal-investigations/warning-letters/juul-labs-inc-590950-09092019)

26 ¹⁶⁵ INREJUUL_00121627 ([REDACTED]); INREJUUL_00124965 ([REDACTED]).

27 ¹⁶⁶ *Id.*

28 ¹⁶⁷ INREJUUL_00035325.

¹⁶⁸ INREJUUL_00124965.

¹⁶⁹ *Id.*

¹⁷⁰ INREJUUL_00035325.

1 flavor was designed not to taste like a Menthol cigarette. Users have described JLI’s Menthol
2 flavor as “tast[ing] like a [N]ewport” cigarette that “doesn’t have that good peppermint taste
3 like [C]ool [M]int.”¹⁷¹

4 163. [REDACTED]

5 [REDACTED] According to Siddharth Breja,
6 who was senior vice president for global finance at JLI, after JLI pulled most flavored pods,
7 including mango, from the market in an claimed attempt to reduce youth usage of JUUL, then-
8 CEO Kevin Burns said that “[y]ou need to have an IQ of 5 to know that when customers don’t
9 find mango they buy mint.”¹⁷² And it was public knowledge that mint and menthol have a well-
10 documented history of facilitating youth tobacco use, as Dr. Jonathan Winickoff testified before
11 Congress:

12 [it is] completely false to suggest that mint is not an attractive flavor to children.
13 From candy canes to toothpaste, children are introduced to mint flavor from a
14 young age. Not only do children enjoy mint, but it has special properties that
15 make it an especially dangerous flavor for tobacco. Menthol’s anesthetic
16 properties cool the throat, mask the harshness of nicotine, and make it easier for
17 children to start using and continue using tobacco products. The impact of mint
18 and menthol flavors on increasing youth tobacco addiction is well documented.¹⁷³

19 164. [REDACTED]

22 ¹⁷¹ Reddit, *How does Classic Menthol compare to Cool Mint*,
23 https://www.reddit.com/r/juul/comments/7wo39m/how_does_classic_menthol_compare_to_cool_mint/ (last visited February 10, 2020)

24 ¹⁷² Sheila Kaplan and Jan Hoffman, *Juul Knowingly Sold Tainted Nicotine Pods, Former*
25 *Executive Say*, N.Y. Times (Nov. 20, 2019), <https://www.nytimes.com/2019/10/30/health/juul-pods-contaminated.html>

26 ¹⁷³ Examining Juul’s Role in the Youth Nicotine Epidemic, Testimony of Jonathan Winickoff
27 Before the U.S. House of Representatives Committee on Oversight and Reform Subcommittee
28 on Economic and Consumer Policy, (“Winickoff Testimony”) at 3, U.S. House Committee on
<https://oversight.house.gov/sites/democrats.oversight.house.gov/files/2019.07.24%20Winickoff%20AAP%20Testimony.pdf>

1 [REDACTED]
2 [REDACTED]
3 165. With that knowledge and with no genuine interest in youth prevention, and as
4 detailed below, JLI, the Management Defendants, and Altria committed to work to preserve
5 mint as a flavor for as long as possible. Indeed, to further this goal, Defendants Pritzker and
6 Valani poured additional money into JLI a mere two months later as part of a \$600 million
7 funding round.¹⁷⁴

8 166. By keeping mint on the market long after other flavors were pulled, these
9 Defendants continued to expand the number of addicted e-cigarette users.

10 **D. Defendants Developed and Implemented a Marketing Scheme to Mislead**
11 **Consumers into Believing that JUUL Products Contained Less Nicotine**
12 **Than They Actually Do and Were Healthy and Safe.**

13 167. Having created a product designed to hook users to its nicotine, JLI had to
14 mislead consumers into believing JUUL was something other than what it actually was. So, the
15 company engaged in a years' long campaign to downplay JUUL's nicotine content, nicotine
16 delivery, and the unprecedented risks of abuse and addiction JUUL poses. Defendants devised
17 and knowingly carried out a material scheme to defraud consumers by (a) misrepresenting the
18 nicotine content, nicotine delivery profile, and risks of JUUL products, (b) representing to the
19 public that JUUL was a smoking cessation tool, and (c) using third-party groups to spread false
20 and misleading narratives about e-cigarettes, and JUUL in particular.

21 **1. The Defendants Knowingly Made False and Misleading Statements**
22 **and Omissions Concerning JUUL's Nicotine Content.**

23 168. Every 5% strength JUUL pod package represents that one pod is equivalent to
24 one pack of cigarettes. This statement is deceptive, false and misleading. As [REDACTED]
25 [REDACTED]
26 [REDACTED]

27 _____
28 ¹⁷⁴ Crunchbase, *JUUL Raises \$650M Of Its \$1.25B Mega-Round*, 2018-07-10 (Last Visited
2019-12-26) <https://news.crunchbase.com/news/juul-raises-650m-of-its-1-25b-mega-round/>

1 [REDACTED]¹⁷⁵
 2 169. In addition, and as JLI and the Management Defendants know, it is not just the
 3 amount of nicotine, but the efficiency with which the product delivers nicotine into the
 4 bloodstream, that determines the product’s narcotic effect, risk of addiction, and therapeutic use.
 5 Most domestic cigarettes contain 10–15 mg of nicotine per cigarette¹⁷⁶ and each cigarette yields
 6 between 1.0 to 1.4 mg of nicotine,¹⁷⁷ meaning that around 10% of the nicotine in a cigarette is
 7 typically delivered to the user. JUUL e-cigarettes, on the other hand, have been found to deliver
 8 at least 82% of the nicotine contained in a JUUL pod to the user.¹⁷⁸ [REDACTED]

9 [REDACTED]¹⁷⁹
 10 170. Defendants also knew that the use of benzoic acid and nicotine salts in JUUL
 11 pods affects pH and facilitates “absorption of nicotine across biological membranes.”¹⁸⁰ JUUL’s
 12 e-liquid formulation is highly addictive not only because it contains a high concentration of
 13 nicotine, but because it contains a particularly potent form of nicotine, i.e., nicotine salts.

14 [REDACTED]
 15 [REDACTED]¹⁸¹ And the Altria Defendants were
 16 aware of the research showing the potency of nicotine salts from their many years in the tobacco
 17 business.

18 171. JLI and Defendant Bowen, [REDACTED]
 19 [REDACTED]

20 ¹⁷⁵ INREJUUL_00279931.

21 ¹⁷⁶ Neal L Benowitz and Jack E Henningfield, *Reducing the nicotine content to make cigarettes*
 22 *less addictive*, Tobacco Control 22 Supp. 1, i14-17 (May 2013), available
 at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3632983/>

23 ¹⁷⁷ Lynn T. Kozlowski and Janine L. Pilliteri, *Compensation for Nicotine by Smokers of Lower*
 24 *Yield Cigarettes*, 7 Smoking and Tobacco Control Monograph 161, 164
 (1983), https://cancercontrol.cancer.gov/brp/tcrb/monographs/7/m7_12.pdf

25 ¹⁷⁸ Samantha M. Reilly et al., *Free Radical, Carbonyl, and Nicotine Levels Produced by JUUL*
 26 *Electronic Cigarettes*, 21 Nicotine Tobacco Research 1274 (Aug. 19, 2019),
<https://www.ncbi.nlm.nih.gov/pubmed/30346584> (about 82%, for averages of 164 µg per puff).

27 ¹⁷⁹ See, e.g., INREJUUL_00023597 ([REDACTED]).

28 ¹⁸⁰ Neal L. Benowitz et al., *Nicotine Chemistry, Metabolism, Kinetics and Biomarkers*, 192
 Handb. Exp. Pharmacol., 29 (2010), <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2953858/>

¹⁸¹ INREJUUL_00278408.

1 [REDACTED] sought to engineer test results that
2 differed from those results and were more consistent with JLI's deceptive messaging. [REDACTED]

3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]

7 [REDACTED]
8 [REDACTED]

9 [REDACTED] As Defendants
10 JLI and Bowen knew, this difference is critical. [REDACTED]

11 [REDACTED]
12 [REDACTED]

13 [REDACTED]
14 [REDACTED]

15 172. [REDACTED]
16 [REDACTED]

17 [REDACTED]
18 [REDACTED]

19 173. [REDACTED]
20 [REDACTED]

21 [REDACTED]
22 [REDACTED]

23 [REDACTED]
24 174. [REDACTED]

25 _____
26 ¹⁸² INREJUUL_00014159-INREJUUL_00014226.

27 ¹⁸³ INREJUUL_00002526-INREJUUL_00002625.

28 ¹⁸⁴ INREJUUL_00002526-INREJUUL_00002625.

¹⁸⁵ *Id.*

¹⁸⁶ INREJUUL_00351717-INREJUUL_00351719.

1 [REDACTED]¹⁸⁷ [REDACTED]

2 [REDACTED]

3 175. JLI and the Management Defendants knew that [REDACTED]

4 [REDACTED]

5 [REDACTED] to

6 market JUUL as providing a nicotine experience on par with a cigarette, even though they

7 designed JUUL to ensure that was not true. In reality, there were never any measured test results

8 in accord with JLI’s marketing to distributors, retailers, and the public at large.

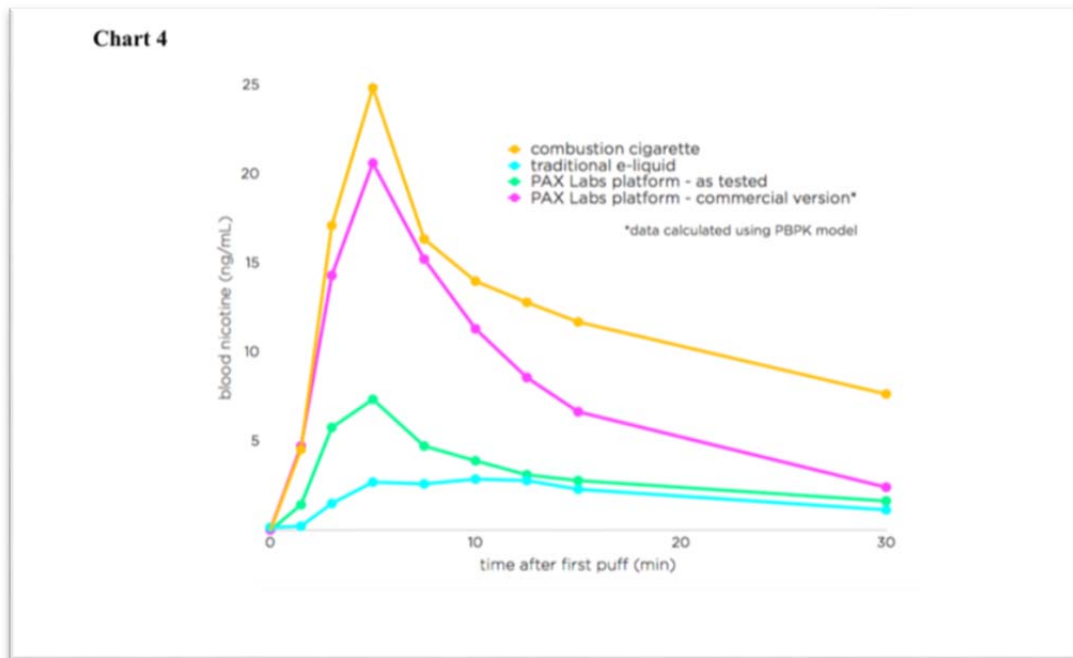
9 176. In the United States, the unsupported extrapolations from what [REDACTED]

10 [REDACTED] were used to create charts, which JLI posted on its website, shared with

11 journalists, sent to retailers, and distributed to third party promoters, showing that JUUL’s 5%

12 solution achieved a pk profile just below that of a cigarette. For example, the following chart

13 appeared on the online publication TechCrunch¹⁸⁸



14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 177. [REDACTED]

26 [REDACTED]

27 ¹⁸⁷ *Id.*

28 ¹⁸⁸ Ryan Lawler, *Vaporization Startup Pax Labs Introduces Juul, Its Next-Gen-E-Cigarette*, Tech Crunch (Mar. 9, 2020, 5:34 PM), <https://techcrunch.com/2015/04/21/pax-juul/>

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[REDACTED]

[REDACTED]

178. These misrepresentations to the public were not accidental, nor were they the work of a rogue employee. [REDACTED]

[REDACTED]

[REDACTED] Thus, Defendants Bowen, Monsees, Pritzker, and Valani were privy to both the [REDACTED]. And they *knew* that the data JLI (then Ploom) was pushing on the [REDACTED].

¹⁸⁹ See JLI00363360.
¹⁹⁰ INREJUUL_00448896.
¹⁹¹ INREJUUL_00016443-INREJUUL_00016507.

1 public was false and misleading, but none made any efforts to correct or withdraw those false
 2 and misleading statements. Aside from submitting the testing protocol and [REDACTED]
 3 [REDACTED] with the '895 patent, JLI, Bowen, Monsees, Prtizer, and Valani otherwise ignored the
 4 [REDACTED] and omitted it from public discussion of JUUL's nicotine delivery.

5 **2. JLI, the Management Defendants, and Altria Transmitted, Promoted**
 6 **and Utilized Statements Concerning JUUL's Nicotine Content that**
 7 **They Knew Was False and Misleading.**

8 179. As set forth above, the statements in JLI advertisements and on JUUL pod
 9 packaging that each JUUL pod contains about as much nicotine as a pack of cigarettes are
 10 deceptive, false and misleading. Defendants knew this.

11 180. JLI and the Management Defendants caused deceptive, false and misleading
 12 statements that a JUUL pod had an equivalent amount of nicotine as one pack of cigarettes to be
 13 distributed via the wires and mails. These Defendants have thus materially misrepresented the
 14 nicotine content of JUUL products to the consuming public including Plaintiffs, through acts of
 15 mail and wire fraud.

16 181. By no later than October 30, 2016 (and likely earlier), the JLI Website—which,
 17 as discussed above, the Management Defendants on JLI's Board of Directors reviewed and
 18 approved—advertised that “[e]ach JUULpod contains 0.7mL with 5% nicotine by weight,
 19 approximately equivalent to 1 pack of cigarettes or 200 puffs.”¹⁹² The language on the website
 20 would later change, but still maintained the same fraudulent misrepresentation—i.e., that
 21 “[e]ach 5% JUULpod is roughly equivalent to one pack of cigarettes in nicotine delivery.”¹⁹³

22 182. As noted above, JLI and the Management Defendants directed and approved the
 23 content of the JUUL website, and they also directed and approved the distribution channels for
 24 JUUL pods and deceptive, misleading and fraudulent statements regarding JUUL's nicotine
 25

26
 27 ¹⁹² JUULpod, JUUL Labs, Inc. (Oct. 30, 2016),
<https://web.archive.org/web/20161030085646/https://www.juulvapor.com/shop-pods/>

28 ¹⁹³ What is Vaping?, JUUL Labs, Inc. (July 2, 2019), <https://www.JUUL.com/resources/What-is-Vaping-How-to-Vape>

1 content. And although they knew that these statements, which they caused to be transmitted
2 over the wires and mails, were untrue, JLI and the Management Defendants have made no effort
3 to retract such statements or correct their lies.

4 183. In addition to approving the JLI website, knowing that it contained deceptive,
5 misleading and false statements, JLI (through its employees) and the Management Defendants
6 also were directly responsible for the interstate transport, *via* U.S. mail, of JUULpod packaging
7 contained misrepresentations and omissions. [REDACTED]

8 [REDACTED]
9 [REDACTED]
10 [REDACTED]¹⁹⁴

11 184. JUUL pod packages that were sent *via* U.S. mail stated that a single Juul pod is
12 “approximately equivalent to about 1 pack of cigarettes.”¹⁹⁵ These statements, as well as the
13 statements on the JLI website, are false and misleading.

14 185. The statement on the JLI website, and in its advertisements and packaging, that
15 each JUUL pod contains 5% nicotine and is approximately equivalent to a pack of cigarettes is
16 false and likely to deceive and mislead, because the actual amount of nicotine contained in a
17 JUUL pod is as much as twice as high as that in a pack of cigarettes

18 186. The Altria Defendants greatly expanded the reach of this fraud by providing its
19 retail and distribution might for JLI products, causing millions of JUUL pods to be sent via U.S.
20 mail with packaging stating that JUUL pods contain only 5% nicotine by weight and are
21 “approximately equivalent to about 1 pack of cigarettes.”¹⁹⁶ JLI, the Management Defendants,
22 and the Altria Defendants knew that these statements were false and misleading, but
23 nevertheless utilized JUUL product packing, marketing and advertising to maintain their fraud.

24 187. The Altria Defendants knew in 2017 that a JUUL pod delivered more nicotine
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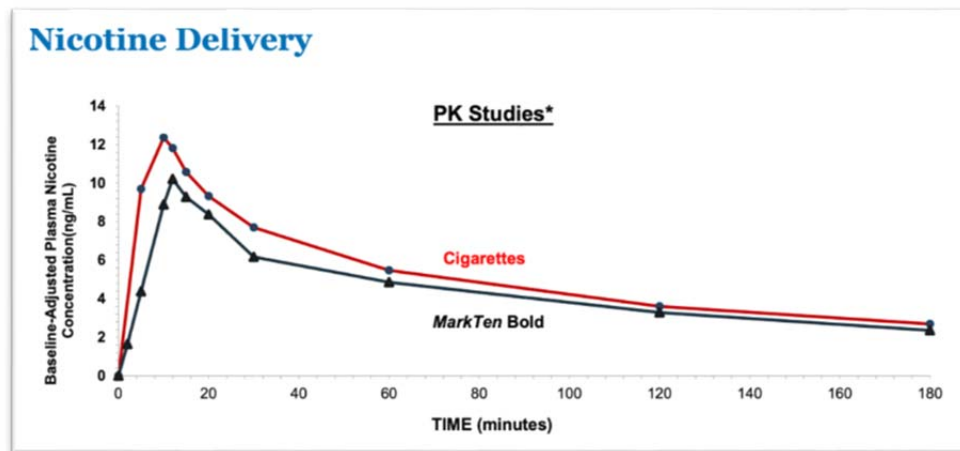
26 _____
¹⁹⁴ INREJUUL_00278408.

27 ¹⁹⁵ Juul Labs, Feb. 14, 2018, 10:35 a.m. Tweet,
28 <https://twitter.com/JUULvapor/status/963844069519773698>

¹⁹⁶ *Id.*

1 than one pack of cigarettes. In 2017, the Altria Defendants launched its MarkTen Bold e-
 2 cigarette, a relatively high-strength 4% formulation compared to the 2.5% and 3.5% strength
 3 MarkTen products initially offered. Even though JUUL was already on store shelves and was
 4 rapidly gaining market share with its 5% nicotine formulation, the Altria Defendants chose to
 5 bring a less potent 4% formulation to market.

6 188. According to the Altria Defendants own pharmacokinetic testing as reflected in
 7 the chart below, this 4% less potent formulation was nevertheless sufficient to raise plasma
 8 nicotine to levels approaching those generated by combustible cigarettes. In other words, the
 9 Altria Defendants’ own pharmacokinetic testing suggested the highly addictive nature of a 5%
 10 formulation, as such a formulation would readily equal or exceed the nicotine delivery profile of
 11 a combustible cigarette.



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20 Figure 1: Presented at Altria Group Inc.’s November 1, 2017 Investor Day Presentation.
 MarkTen Bold 4%

21 189. Based on its own internal knowledge, the Altria Defendants knew that a 5%
 22 nicotine formulation would carry more nicotine than one pack of cigarettes. In addition to data it
 23 received from JLI, the Altria Defendants’ due diligence undoubtedly included a careful
 24 examination of JLI’s intellectual property, including the ’895 patent, which provides a detailed
 25 overview of nicotine benzoate’s pharmacokinetic profile.

26 190. Thus, JLI, the Management Defendants, and the Altria Defendants knew that the
 27 statement on JUUL pod packaging that each JUUL pod contains 5% nicotine and about as much
 28 nicotine as a pack of cigarettes is literally false and they intended such statements to mislead.

1 Neither the Altria Defendants nor JLI or the Management Defendants have made any effort to
2 correct or retract the false and misleading statements as to the true nicotine content in JUUL
3 pods. Instead, they have continued to misrepresent the product’s nicotine content and design,
4 with the goal of misleading and deceiving consumers.

5 191. From JUUL’s pre-release announcements to this day, JLI has continuously
6 represented that each pod is approximately equivalent to a pack of cigarettes. These claims,
7 which JLI repeats widely in advertisements, press releases, and its web site, have been
8 distributed *via* the wires and mails and disseminated by reputable and widely reliable sources
9 that accepted those representations as true.¹⁹⁷

10 192. Not only have JLI and the Management Defendants misrepresented or concealed
11 the actual amount of nicotine consumed *via* JUUL pods, but they also did not effectively or
12 fully inform users about the risks associated with the potent dose of nicotine delivered by JLI’s
13 products. Despite going through numerous revisions since 2015, the JUUL packaging did not
14 include nicotine addiction warnings until JLI was forced to add them in August 2018. [REDACTED]

15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]

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20 ¹⁹⁷ See Truth Initiative, *6 Important Facts about Juul* (last visited March 4, 2020),
21 [https://truthinitiative.org/research-resources/emerging-tobacco-products/6-important-facts-](https://truthinitiative.org/research-resources/emerging-tobacco-products/6-important-facts-about-juul)
22 [about-juul](https://truthinitiative.org/research-resources/emerging-tobacco-products/6-important-facts-about-juul); Erin Brodwin, *An e-cigarette with twice the nicotine of comparable devices is taking*
23 *over highschools – and scientists are sounding the alarm*, *Business Insider*, (April 30, 2108,
24 12:03 pm) <https://www.businessinsider.com/juul-e-cig-vaping-health-effects-2018-3>; Caroline
25 Kee, *Everything you need to know about the JUUL, including the health effects*, *Buzzfeed*
26 *News*, (February 5, 2018, 5:51 pm) [https://www.buzzfeednews.com/article/carolinekee/juul-](https://www.buzzfeednews.com/article/carolinekee/juul-ecigarette-vape-health-effects)
27 [ecigarette-vape-health-effects](https://www.buzzfeednews.com/article/carolinekee/juul-ecigarette-vape-health-effects); Jan Hoffman, *The Price of Cool: A teenager, a juul and nicotine*
28 *addiction*, *New York Times*, (November 16, 2018)
<https://www.nytimes.com/2018/11/16/health/vaping-juul-teens-addiction-nicotine.html>; Sarah
Milov, *Like the tobacco industry, e-cigarette manufacturers are targeting children*, *The*
Washington Post, (September 23, 2018, 6:00 a.m.)
[https://www.washingtonpost.com/outlook/2018/09/23/like-tobacco-industry-e-cigarette-](https://www.washingtonpost.com/outlook/2018/09/23/like-tobacco-industry-e-cigarette-manufacturers-are-targeting-children/)
[manufacturers-are-targeting-children/](https://www.washingtonpost.com/outlook/2018/09/23/like-tobacco-industry-e-cigarette-manufacturers-are-targeting-children/); Washington State Department of Health, *What are vapor*
products?, (Last Visited March 4, 2020),
<https://www.doh.wa.gov/YouandYourFamily/Tobacco/VaporProducts>

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193. Moreover, the form of nicotine JUUL pods contain is particularly potent. JUUL’s use of “strength” to indicate concentration by weight is also at odds with the industry standard of reporting concentration by volume,¹⁹⁹ leading consumers to believe it contains less nicotine than other formulations advertised as 6% nicotine, when JUUL pods in fact contain approximately the same nicotine as a solution that is 6% nicotine by volume.

194. The “5% strength” statement in Defendants’ advertisements misrepresents the most material feature of the JUUL product—the nicotine content—and has misled consumers to their detriment. Resellers, apparently assuming that “5% strength” means “50mg/ml” nicotine by volume, compound confusion among consumers by stating that JUUL pods contain “50 mg/ml,” which they do not.²⁰⁰

195. If JLI and the Management Defendants did not know when JLI released JUUL pods that the “5% strength” representation in Defendants’ advertisements was misleading, they learned that there was widespread confusion about the JUUL pods’ nicotine content. By 2017, studies revealed that smokers did not understand “5% strength,” and some understood that

¹⁹⁸ See INREJUUL 00444332 [REDACTED]

[REDACTED], see e.g. INREJUUL 00021583 ([REDACTED]).

¹⁹⁹ See, e.g., <https://www.whitecloudelectroniccigarettes.com/blog/nicotine-measurements/>; American E-Liquids Manufacturing Standards Association, *E-Liquids Manufacturing Standards*, § 1.05 (2017) (quantifying e-liquid nicotine content in terms of volume), <https://www.aemsa.org/wp-content/uploads/2017/03/AEMSA-Standards-v2.3.3.pdf>.

²⁰⁰ See, e.g. Tracy Vapors, Starter Kits, <http://web.archive.org/web/20190422143424/https://www.tracyvapors.com/collections/starter-kit>; Lindsey Fox, *JUUL Vapor Review*, *Ecigarette Reviewed*, (March 20, 2017) <https://ecigaretterevuewed.com/juul-review> (“The nicotine content of the JUUL pods is always the same: 5% or 50 mg/ml”); Jason Artman, *JUUL E-Cigarette Review*, *eCig One* (Oct. 26, 2016) <https://ecigone.com/e-cigarette-reviews/juul-e-cigarette-review/> (“the e-liquid contains 50 mg of nicotine per ml of e-liquid”); West Coast Vape Supply, <http://web.archive.org/web/20190718190102/https://westcoastvapesupply.com/products/juul-starter-kit> (“5% . . . 50 mg”); Vapor4Life, *How Much Nicotine is In a JUUL?* (“Each official JUUL pod contains a whopping 50mg of nicotine per milliliter of liquid (most other devices range from 3 to 30mg per milliliter).”), <https://www.vapor4life.com/blog/how-much-nicotine-is-in-a-JUUL/>.

1 phrase to mean 5% of a cigarette. [REDACTED]²⁰¹
 2 JLI and the Management Defendants (and later the Altria Defendants) did nothing to stop or
 3 correct this confusion about the nicotine content.

4 196. The “5% strength” statement in Defendants’ advertisements is also misleading.
 5 At least two independent studies testing multiple varieties of JUUL pods have likewise found
 6 significantly higher concentrations of nicotine than the 59 mg/mL JUUL’s website represents,
 7 suggesting that the difference in the total nicotine content of a JUUL pod vs. a pack of
 8 combustible cigarettes could be even greater.²⁰²

9 **3. Defendants Used Food and Coffee Themes to Give False Impression**
 10 **that JUUL Products Were Safe and Healthy.**

11 197. In late 2015, JLI and the Management Defendants employed a deceptive
 12 marketing scheme to downplay the harms of e-cigarettes with a food-based advertising
 13 campaign called “Save Room for JUUL.” The campaign framed JUUL’s addictive pods as
 14 “flavors” to be paired with foods.²⁰³ JLI described its Crème Brûlée nicotine pods as “the
 15 perfect evening treat” that would allow users to “indulge in dessert without the spoon.”²⁰⁴ In
 16 one 2016 email, JLI bluntly suggested that users satisfy their sugar cravings with JUUL’s
 17 highly-addictive nicotine vapor: “Have a sweet tooth? Try Brulee.”²⁰⁵ JLI similarly promoted
 18

19 ²⁰¹ INREJUUL_00123540.

20 ²⁰² See Pankow JF, et al., *Benzene formation in electronic cigarettes*, 12 PLoS ONE 1 (2017);
 21 See also Anna K. Duell, et al., *Free-Base Nicotine Determination in Electronic Cigarette*
 22 *Liquids by 1H NMR Spectroscopy*, 31 Chem. Res. Toxicol. 431, 431-434 (2018)

23 ²⁰³ Erin Brodwin, *\$15 billion startup JUUL used ‘relaxation, freedom, and sex appeal’ to*
 24 *market its crème-brulee-flavored e-cigs on Twitter and Instagram—but its success has come at*
 25 *a big cost*, Business Insider, Oct. 26, 2018, [https://www.businessinsider.com/juul-e-cig-](https://www.businessinsider.com/juul-e-cig-marketing-youtube-twitter-instagram-social-media-advertising-study-2018-10)
 26 [marketing-youtube-twitter-instagram-social-media-advertising-study-2018-10](https://www.businessinsider.com/juul-e-cig-marketing-youtube-twitter-instagram-social-media-advertising-study-2018-10)

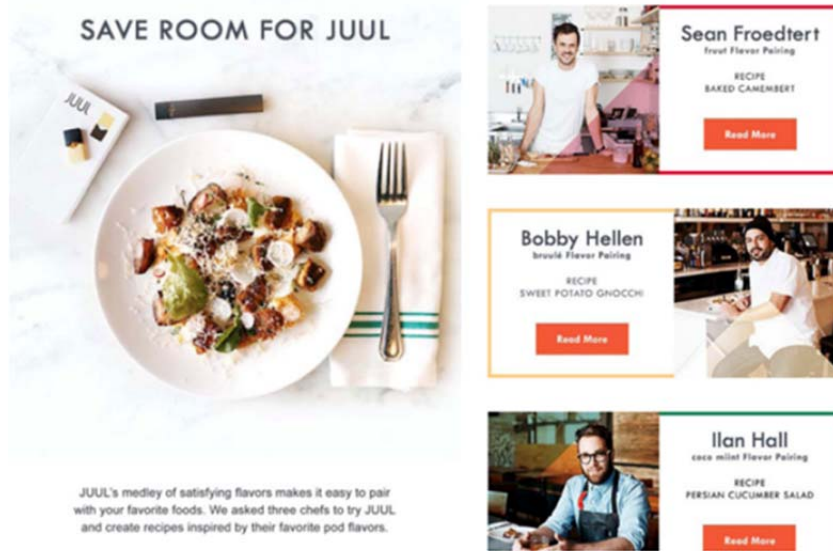
27 ²⁰⁴

28 http://tobacco.stanford.edu/tobacco_main/images_pods.php?token2=fm_pods_st658.php&token1=fm_pods_img36019.php&theme_file=fm_pods_mt068.php&theme_name=JUUL&subtheme_name=Flavors

²⁰⁵

http://tobacco.stanford.edu/tobacco_main/images_pods.php?token2=fm_pods_st658.php&token1=fm_pods_img36019.php&theme_file=fm_pods_mt068.php&theme_name=JUUL&subtheme_name=Flavors

1 the fruit medley pods using images of ripe berries. JLI described its “Cool” Mint pods as having
2 a “crisp peppermint taste with a pleasant aftertaste” and encouraged consumers to “Beat The
3 August Heat With Cool Mint.”²⁰⁶



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27 206

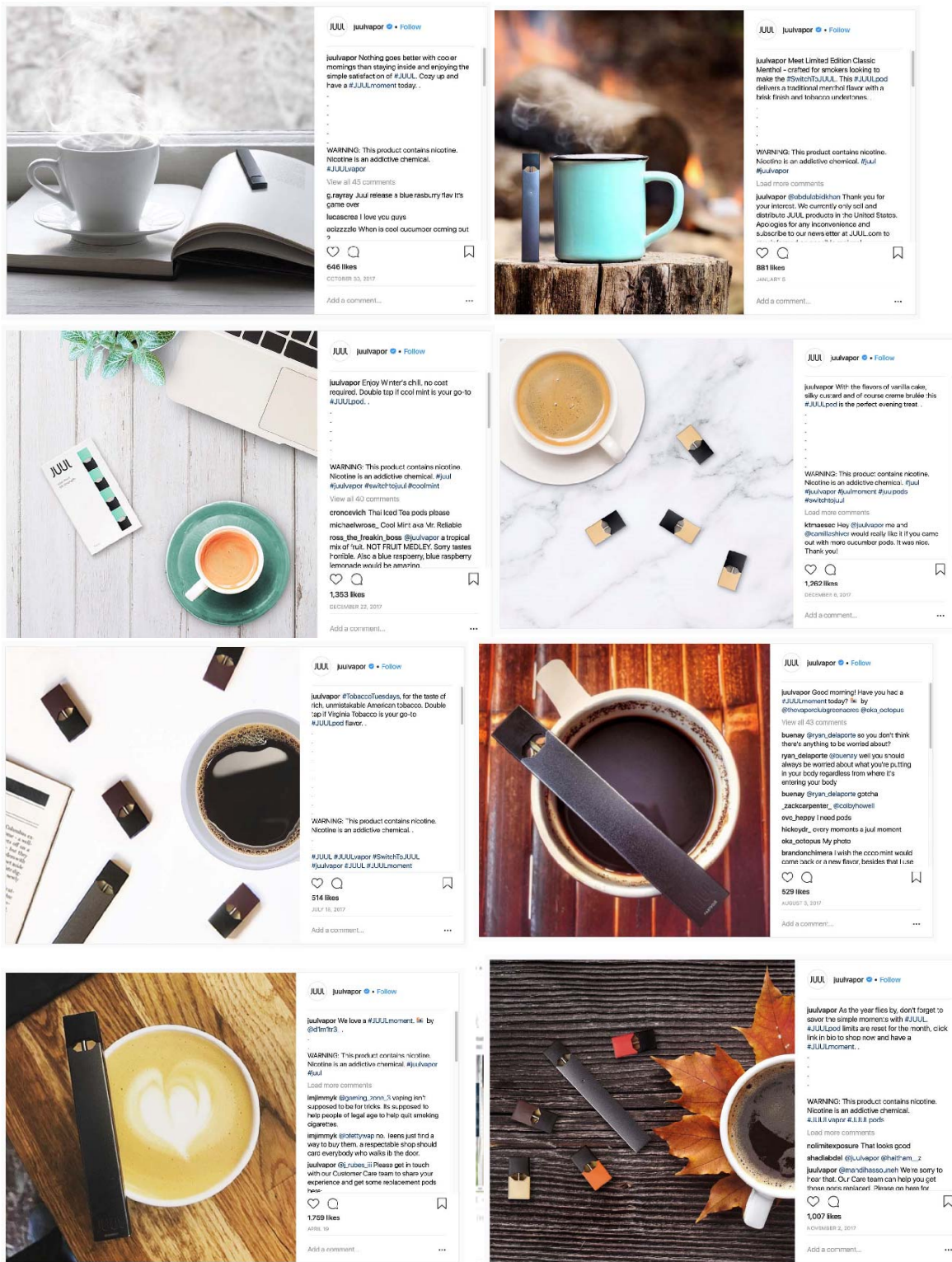
28 http://tobacco.stanford.edu/tobacco_main/images_pods.php?token2=fm_pods_st658.php&token1=fm_pods_img36019.php&theme_file=fm_pods_mt068.php&theme_name=JUUL&subtheme_name=Flavors

1 198. Again, none of these advertisements disclosed that JUUL was addictive and
2 unsafe.

3 199. In several caffeine-pairing advertisements, JUUL devices or pods sit next to
4 coffee and other caffeinated drinks, sometimes with what appear to be textbooks in the
5 picture.²⁰⁷ JLI's coffee-based advertisements suggest that JUUL should be part of a comfortable
6 routine, like a cup of coffee.

7 200. JLI's reference to coffee is no mere marketing gimmick, it reflects the larger
8 effort to mislead customers into believing that JUUL is no more harmful than coffee,
9 reinforcing the false and dangerous concept if a substance is "not harmful," then addiction to
10 that substance cannot be harmful.

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²⁰⁷ *Id.*



201. Defendants knew that tying JUUL to caffeine and food would mislead their target audience—youth and non-smokers—into believing that JUUL was a healthy, safe treat.

1 **4. JLI’s “Make the Switch” Campaign Intentionally Misled and**
2 **Deceived Users to Believe that JUUL Is a Cessation Device.**

3 202. JLI, the Altria Defendants, and the Management Defendants recognized that one
4 of the keys to growing and preserving the number of nicotine-addicted e-cigarette users (and
5 thus JLI’s staggering market share), was to mislead potential customers about the true nature of
6 JUUL products. Defendants knew that if it became public that JUUL was designed as a way to
7 introduce nicotine to youth and otherwise hook new users with its potent nicotine content and
8 delivery, it would not survive the public and regulatory backlash. Therefore, JLI (with the
9 knowledge and support of the Management Defendants) and the Altria Defendants repeatedly
10 made false and misleading statements to the public that JUUL was created and designed as a
11 smoking cessation device, and falsely and misleadingly used the mails and wires to spread the
12 subterfuge. JLI, the Management Defendants, and the Altria Defendants committed these
13 deceptive, misleading and fraudulent acts intentionally and knowingly. In making these
14 representations, JLI, the Management Defendants, and the Altria Defendants intended that
15 consumers, the public, and regulators rely on misrepresentations that JUUL products were
16 designed to assist smoking cessation.

17 203. The most blatant evidence of the cover-up scheme was the January 2019, \$10
18 million “*Make the Switch*” television advertising campaign. This campaign, which was the
19 continuation of JLI’s web-based Switch campaign, was announced less than a month after the
20 Altria Defendants announced Altria’s investment in JLI.

21 204. The “*Make the Switch*” television ads featured former smokers aged 37 to 54
22 discussing “how JUUL helped them quit smoking.”²⁰⁸ According to JLI’s Vice President of
23 Marketing, the “*Make the Switch*” campaign was “an honest, straight down the middle of the
24 fairway, very clear communication about what we’re trying to do as a company.”²⁰⁹ These
25

26 ²⁰⁸ Angelica LaVito, *JLI combats criticism with new TV ad campaign featuring adult smokers*
27 *who quit after switching to e-cigarettes*, CNBC (Jan. 8, 2019),
28 <https://www.cnbc.com/2019/01/07/juul-highlights-smokers-switching-to-e-cigarettes-in-ad-campaign.html>

²⁰⁹ *Id.*

1 statements were false as JUUL was not intended to be a smoking cessation device. JLI and the
 2 Management Defendants committed acts of wire fraud when they caused the “Make the Switch”
 3 campaign to air on television with the fraudulent intent of deceiving and misleading the public,
 4 the United States Congress, and government regulators into believing that JLI is and had been
 5 focused solely on targeting adult smokers. The Altria Defendants also committed acts of mail
 6 fraud when they caused tens of thousands, if not millions, of written versions of the *Make the*
 7 *Switch* campaign to be distributed with packages of Altria’s combustible cigarettes.

8 205. Defendants continually sought to frame JUUL products as smoking cessation
 9 devices in their public statements and on their website. Defendant Monsees explained during his
 10 testimony before Congress:

11 ***The history of cessations products have extremely low efficacy. That is the***
 12 ***problem we are trying to solve here.*** So, if we can give consumers an alternative
 13 and market it right next to other cigarettes, then we can actually make something
 14 work.

14 [T]raditional nicotine replacement therapies, which are generally regarded as the
 15 gold standard for tools, right, for quitting, those are nicotine in a patch or a gum
 16 form, typically, and the efficacy rates on those hover just below about a 10
 17 percent or so. JUUL—we ran a very large study of JUUL consumers, ex-smokers
 18 who had picked up JUUL, and looked at them, looked at their usage on a
 19 longitudinal basis, which is usually the way that we want to look at this, in a
 20 sophisticated fashion ... what we found was that after 90 days, 54 percent of those
 21 smokers had stopped smoking completely, for a minimum of 30 days already.
 22 And the most interesting part of this study is that if you follow it out further, to
 23 180 days, that number continues to go up dramatically, and that is quite the
 24 opposite of what happens with traditional nicotine replacement therapies.²¹⁰

21 206. In response to a direct question about whether people buy JUUL to stop
 22 smoking, Defendant Monsees responded: “Yes. I would say nearly everyone uses our product as
 23 an alternative to traditional tobacco products.”²¹¹

24 207. Other illustrative and non-exhaustive examples include the following:

25 ²¹⁰ Testimony of James Monsees, Co-founder and Chief Product Officer, JUUL Labs, Inc.,
 26 Subcommittee on Economic and Consumer Policy, Committee on Oversight and Reform,
 27 *Hearing on Examining JUUL 's Role in the Youth Nicotine Epidemic: Part 2* (July 25, 2019),
 28 <https://oversight.house.gov/legislation/hearings/examining-juul-s-role-in-the-youth-nicotine-epidemic-part-ii>

²¹¹ *Id.*

1 **Statements by Defendant JLI:**²¹²

- 2 • “JUUL Labs was founded by former smokers, James and Adam, with the goal of improving the lives of the world’s one billion adult smokers by **eliminating cigarettes**. We envision a world where fewer adults use cigarettes, and **where adults who smoke cigarettes have the tools to reduce or eliminate their consumption entirely**, should they so desire.” (JLI Website, April 2018 (or earlier));²¹³
- 3
- 4
- 5
- 6 • “JUUL Labs, which exists to **help adult smokers switch** off of combustible cigarettes.” (JLI Website, September 19, 2019); and,²¹⁴
- 7
- 8
- 9 • “To paraphrase Commissioner Gottlieb, **we want to be the offramp for adult smokers** to switch from cigarettes, not an on-ramp for America’s youth to initiate on nicotine.” (JLI Website, November 13, 2018);²¹⁵
- 10
- 11

12 **Statements by the Altria Defendants:**

- 13 • “We are taking significant action to prepare for a future where adult smokers overwhelmingly choose non-combustible products over cigarettes by investing \$12.8 billion in JUUL, **a world leader in switching adult smokers** We have long said that providing adult smokers with superior, satisfying products with the potential to reduce harm is the best way to achieve tobacco harm reduction.” (Altria Website, December 20, 2018);²¹⁶ and,
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21 ²¹² Although these statements are attributed to Defendant JLI, JLI's Board of Directors had [REDACTED], accordingly, Defendants Bowen, Monsees, Pritzker, Huh, and Valani are each directly responsible for the transmission of these fraudulent statements.

22
23 ²¹³ *Our Mission*, JUUL LABS (2019), <https://www.juul.com/mission-values> (last visited February 7, 2020).

24 ²¹⁴ CONSUMER UPDATE: 9/19, JUUL Labs, Inc (Sept. 19, 2019), <https://newsroom.juul.com/consumer-update-9-19/>

25 ²¹⁵ JLI Labs Action Plan, JUUL Labs, Inc. (Nov. 13, 2018), <https://newsroom.juul.com/juul-labs-action-plan/> (statement of then-CEO Kevin Burns).

26 ²¹⁶ *Altria Makes \$12.8 Billion Minority Investment in JUUL to Accelerate Harm Reduction and Drive Growth*, BUSINESSWIRE (Dec. 20, 2018, 7:00 AM EST), <https://www.businesswire.com/news/home/20181220005318/en/Altria-12.8-Billion-Minority-Investment-JUUL-Accelerate>

- 1 • “We believe e-vapor products present an **important opportunity to**
2 **adult smokers to switch from combustible cigarettes.**” (Letter to
3 FDA Commissioner Gottlieb, 10/25/18).²¹⁷
- 4 • “We have long said that **providing adult smokers with superior,**
5 **satisfying products with the potential to reduce harm** is the best
6 way to achieve tobacco harm reduction. **Through Juul,** we are making
7 the biggest investment in our history toward that goal.”²¹⁸
- 8 • “Through JUUL, we have found a unique opportunity to not only
9 participate meaningfully in the e-vapor category but to also **support**
10 **and even accelerate transition to noncombustible alternative**
11 **products by adult smokers.**” (Altria Earning Call, January 31,
12 2019)²¹⁹
- 13 • We expect the **JUUL product features that have driven JUUL’s**
14 **success in switching adult smokers in the U.S.** to strongly appeal to
15 international adult cigarette smokers. (Altria Earning Call, January 31,
16 2019)²²⁰

17 208. Defendants knew at the time of making these statements that they were false,
18 deceptive and misleading. JUUL does not have FDA approval as a cessation product.

19 209. The *Switch* advertisements reinforced the impression left by the testimony of
20 JLI’s co-founder, clearly linking JUUL to cessation and quitting. For example:
21

22 ²¹⁷ Letter from Howard A. Willard III, Altria, to Dr. Scott Gottlieb, FDA, 2 (October 25, 2018).

23 ²¹⁸ *Altria Makes \$12.8 Billion Minority Investment in JUUL to Accelerate Harm Reduction and*
24 *Drive Growth*, (Dec. 20, 2018), Business Wire,
25 [https://www.businesswire.com/news/home/20181220005318/en/Altria-12.8-Billion-Minority-](https://www.businesswire.com/news/home/20181220005318/en/Altria-12.8-Billion-Minority-Investment-JUUL-Accelerate)
26 [Investment-JUUL-Accelerate](https://www.businesswire.com/news/home/20181220005318/en/Altria-12.8-Billion-Minority-Investment-JUUL-Accelerate)

27 ²¹⁹ Altria Group (MO) Q4 2018 Earnings Conference Call Transcript: MO earnings call for the
28 period ending December 31, 2018. (Jan. 31, 2019), [https://www.fool.com/earnings/call-](https://www.fool.com/earnings/call-transcripts/2019/02/01/altria-group-mo-q4-2018-earnings-conference-call-t.aspx)
[transcripts/2019/02/01/altria-group-mo-q4-2018-earnings-conference-call-t.aspx](https://www.fool.com/earnings/call-transcripts/2019/02/01/altria-group-mo-q4-2018-earnings-conference-call-t.aspx)

²²⁰ Altria Group (MO) Q4 2018 Earnings Conference Call Transcript: MO earnings call for the
period ending December 31, 2018. (Jan. 31, 2019), [https://www.fool.com/earnings/call-](https://www.fool.com/earnings/call-transcripts/2019/02/01/altria-group-mo-q4-2018-earnings-conference-call-t.aspx)
[transcripts/2019/02/01/altria-group-mo-q4-2018-earnings-conference-call-t.aspx](https://www.fool.com/earnings/call-transcripts/2019/02/01/altria-group-mo-q4-2018-earnings-conference-call-t.aspx)

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2 211. Defendants’ tacit message in their *Switch* advertisements is: switch because,
3 unlike cigarettes, JUUL is harmless to your health.

4 212. Defendants’ false, deceptive and misleading *Switch* campaign suggests that
5 smoking and JUULing are mutually exclusive and that purchasing a JUUL will “switch” a
6 smoker to a non-smoker.

7 213. Defendants know that a large number of smokers who use JUUL products do not
8 end up switching but end up consuming cigarettes and JUUL.

9 214. JLI has advertised cost-savings calculators as part of its *Switch* campaign. Those
10 calculators assume that a smoker who switches will continue consuming the same amount of
11 nicotine that he or she did as a smoker (*i.e.*, a pack a day smoker is presumed to consume one
12 JUUL pod a day). Defendants know that the calculator is misleading because smokers who
13 switch to JUUL typically increase their nicotine intake or end up consuming both combustible
14 cigarettes and JUUL products, rendering the calculator misleading at best.

15 215. JUUL labels and advertisements also marketed the product as an “alternative” to
16 cigarettes:



26 216. Other advertisements similarly marketed the product as smoking “evolved”:
27

28 [span.org/video/?c4811191/user-clip-wasserman-grothman-tlaib-question-monsees](https://www.youtube.com/watch?v=c4811191) at 12:33-
13:04.



217. The goal of these advertisements was to convey the deceptive, misleading and false impression that JUUL products could help consumers quit smoking and break nicotine addiction in a way that was healthy and safe. But, as noted above, that was simply not the case. Defendants never disclosed to consumers that JUUL e-cigarettes and JUUL pods are at least as, if not more, addictive than combustible cigarettes. And each of JLI, the Management Defendants, and the Altria Defendants received data to this effect, as discussed above, and were aware of this fact.

218. In addition, the notions that JUUL products are designed only for existing cigarette smokers, and safer than combustible cigarettes are belied by JLI's own knowledge, marketing plan and intentions on several fronts. *First*, Defendants sought to grow a new group of consumers of nicotine products (e.g., "vapers"), not just to market to the shrinking number of existing cigarette smokers. *Second*, JLI and Bowen designed the JUUL device to be easy to use for youth and others who have never smoked and to create and exacerbate nicotine addiction by encouraging ingestion of excessive amounts of nicotine. *Third*, as noted above, JLI's own internal testing revealed that JUUL products were often more potent than combustible cigarette smokers prefer. Each of the Management Defendants knew this from his position on JLI's Board of Directors, and the Altria Defendants knew the same when they began to actively coordinate with JLI and the Management Defendants. Despite this knowledge, these Defendants made numerous deceptive, false and misleading public statements that JUUL was intended to be a cessation device.

1 219. JUUL is not a product adults typically use to quit smoking. Researchers have
2 found that as of 2018, only 7.9% of American adults had ever used USB shaped vape devices,
3 like JUUL, and only 2% of adults currently used them.²²² And as mentioned above, youth were
4 16 times more likely to use the USB-shaped JUUL than adults.²²³

5 220. JLI’s own marketing research indicated that the JUUL was not appropriate as a
6 cessation device for adults. [REDACTED]

7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]²²⁴
12 [REDACTED]
13 [REDACTED]²²⁵
14 [REDACTED]
15 [REDACTED]²²⁶
16 [REDACTED]²²⁷
17 [REDACTED]²²⁸

18 221. The deceptive, misleading and fraudulent nature of the “*Make the Switch*”
19 campaign is evident when comparing the campaign’s advertisements to JUUL’s initial
20 advertising, as demonstrated below. The fact that these advertisements are for the same product
21

22 ²²² Kristy L Marynak et al., *Use and reasons for use of electronic vapour products shaped like*
23 *USB flash drivers among a national sample of adults*, 28 Tobacco Control 685 (Nov. 2019),
<https://tobaccocontrol.bmj.com/content/28/6/685>

24 ²²³ D.M. Vallone et al., *Prevalence and correlates of JLI use among a national sample of youth*
25 *and young adults*, Tobacco Control (Oct. 29, 2018), [http://dx.doi.org/10.1136/tobaccocontrol-](http://dx.doi.org/10.1136/tobaccocontrol-2018-054693)
26 [2018-054693](http://dx.doi.org/10.1136/tobaccocontrol-2018-054693)

27 ²²⁴ JLI00365905.

28 ²²⁵ *Id.* (emphasis added).

²²⁶ JLI00365709.

²²⁷ JLI00364678.

²²⁸ JLI00364487.

1 confirms that, notwithstanding the advice JLI and the Altria Defendants received from their
2 media consultants, the Defendants never intended to target only adult smokers.



JUUL @JUULvapor · 4 Jun 2015
Get #Vaporized with #JUUL #LightsCameraVapor



JUUL juulvapor · Follow

juulvapor Enjoying a #JUULmoment with @lechykitty .
WARNING: This product contains nicotine. Nicotine is an addictive chemical. #juul #juulvapor
Ibrahim_hamad1 is that Kylie Jenner
Nkked I love you juul

829 likes
DECEMBER 21, 2017

19 And



maribel_miami The #JUULvapor girls don't need filters. Such a fun event today @troutheadback Yacht Party #JUUL #vaporized #GoodTimes #GreatPeople @ashleymarand @theastorid @ll...
krazydave, Natural beauty
ReynKyoce @maribel_miami I must say... You're absolutely gorgeous. Hugs from Colorado 🤗
#juulvapor
compagnon @
megaw05 Bressa primal
katemorgannwood 🍕🍕
salthorn000 Belissima 🍕
backhouse 🍕



JUUL @JUULvapor · 4 Jun 2015
#JUUL Vapor Love #LightsCameraVapor #Vaporized



“I'm heading in the right direction thanks to JUUL.”

KATHY, 52
JUUL customer since Jan 2018



“Stick with it, it really works.”

KATHY, 68
JUUL customer since Mar 2017



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222. Defendants ensured that JUUL was the *opposite* of a “tool[] to reduce or eliminate” nicotine consumption. According to the National Institutes of Health, the “amount and speed of nicotine delivery . . . plays a critical role in the potential for abuse of tobacco products.”²²⁹ As described above, JLI and Bowen designed the JUUL product to deliver nicotine in larger amounts and at a faster rate than even cigarettes, and then knowingly misled the public about those facts.

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223. The *Switch* campaign also does not disclose or warn about the risks of using multiple tobacco products, “dual use” or that the JUUL is not a smoking cessation product. In addition to the heightened risks of addiction that multiple tobacco product use poses, one recent study found that persons who use e-cigarettes and smoke have blood toxin levels far higher than one would expect given the blood toxin levels that e-cigarettes and cigarettes generate individually.²³⁰

224. The FDA and other government regulators, enforcing existing laws addressing e-cigarettes,²³¹ publicly criticized the “*Make the Switch*” campaign and other efforts by Defendants to depict JUUL as a smoking cessation device. Section 911(b)(2)(A)(i) of the Federal Food, Drug, and Cosmetics Act (FDCA) (21 U.S.C. § 387k(b)(2)(A)(i)) states that when advertising or labeling of a cigarette product directly or indirectly suggests that the product has a lower risk of cigarette-related disease, is less harmful than traditional cigarettes, or is otherwise ‘safer’ than traditional cigarettes, then the product becomes a “modified risk tobacco product.”²³²

²²⁹ CDC et al., *Nicotine Addiction: Past and Present, How Tobacco Smoke Causes Disease* (2010), <https://www.ncbi.nlm.nih.gov/books/NBK53018/#ch4.s92>

²³⁰ Julie B Wang, et al., *Cigarette and E-Cigarette Dual use and Risk of Cardiopulmonary Symptoms in the Health eHeart Study*, 13 PLoS ONE 1 (2018).

²³¹ Section 911(b)(2)(A)(i) of the FDCA (21 U.S.C. § 387k(b)(2)(A)(i)) states that when advertising or labeling of a cigarette product directly or indirectly suggests that the product has a lower risk of cigarette-related disease, is less harmful than traditional cigarettes, or is otherwise ‘safer’ than traditional cigarettes, then the product becomes a “modified risk tobacco product.”

²³² *Id.*

1 225. In late 2019, and in response to the House of Representatives hearings in which
2 JLI executives testified, the FDA issued two warning letters to JLI detailing its concern that JLI
3 was unlawfully marketing its e-cigarette products as cessation tools or as “modified risk tobacco
4 products” within the meaning of the FDCA.²³³

5 226. Then, in its September 9, 2019 letter to JLI, the FDA notified JLI that its
6 advertising slogans such as “99% safer,” “much safer,” and “a safer alternative” than cigarettes
7 was “particularly concerning because [those] statements were made directly to children in
8 school.”²³⁴ The FDA concluded that in using advertising language that e-cigarettes were safer
9 than cigarettes, JLI had violated Sections 902(8) and 911 by marketing JUUL products as
10 “modified risk tobacco products” without prior approval.²³⁵

11 227. The September 9, 2019 letter also detailed the FDA’s concerns with JLI’s
12 “Switch” marketing campaign. “[T]roubled by recent testimony” that JLI had given to the
13 House Subcommittee on Economic and Consumer Policy of the Committee on Oversight and
14 Reform, the FDA noted that JLI’s *Switch* advertising campaign “may also convey that switching
15 to JUUL is a safer alternative to cigarettes.”²³⁶

16 228. The FDA specifically highlighted the *Switch* campaign slogans which referenced
17 smoking cigarettes, or attempts to quit smoking, followed by “*Make the Switch.*” The FDA
18 stated that JLI’s campaign was in violation of multiple FDA regulations and the FDCA
19 subsections, and that JLI’s *Switch* campaign purported to tell the public that using e-cigarettes
20 was an alternative to smoking, or a possible cessation tool.²³⁷

21 229. On the same day, the FDA requested that JLI provide all documents related to its
22 decision to market the Switch campaign to the Cheyenne River Sioux Tribe, in light of the
23

24 ²³³ U.S. Food and Drug Administration Warning Letter to JUUL Labs, (September 9, 2019),
25 [https://www.fda.gov/inspections-compliance-enforcement-and-criminal-
investigations/warning-letters/juul-labs-inc-590950-09092019](https://www.fda.gov/inspections-compliance-enforcement-and-criminal-investigations/warning-letters/juul-labs-inc-590950-09092019)

26 ²³⁴ *Id.*

27 ²³⁵ *Id.*

28 ²³⁶ U.S. Food and Drug Administration Center for Tobacco Products Letter to JUUL Labs,
(September 9, 2019), <https://www.fda.gov/media/130859/download>

²³⁷ *Id.*

1 testimony by JLI that it had taken a “public health” approach to Native American tribes, and had
2 sought healthcare professionals to refer Native American smokers to JLI’s Switching
3 Program.²³⁸

4 230. [REDACTED]

9 [REDACTED]²³⁹

10 [REDACTED]²⁴⁰

11 **5. JLI, Altria, and Others in the E-Cigarette Industry Coordinated with**
12 **Third-Party Groups to Mislead the Public About the Harms and**
13 **Benefits of E-Cigarettes.**

14 231. Through a collective and parallel effort of funding, leadership, and board
15 membership, JLI, the Altria Defendants and others in the e-cigarette industry leveraged third-
16 parties, ranging from industry-funded non-governmental organizations to online blogs more
17 accessible to youth, to mislead the public about the impacts of consuming e-cigarettes.

18 232. An assortment of lobbyists, trade associations, and online publications have
19 coordinated with the e-cigarette industry, including JLI and the Altria Defendants, to promote a
20 consistent message that consuming e-cigarettes is not harmful, that nicotine is not harmful, and
21 that the impacts of e-cigarettes are greatly exaggerated. These organizations receive funding
22 from the e-cigarette industry, feature executives on those companies’s boards of directors, and
23 in return, promote industry products, industry views, or fund “independent” studies of their own
24 that reach the same conclusions as e-cigarette industry-funded research.

25
26 ²³⁸ *Id.*

27 ²³⁹ Kevin McCauley, *Altria Taps Mercury For Tobacco Regulation Work*, O’Dwyer’s (Jun. 4,
28 2018), <https://www.odwyerpr.com/story/public/10754/2018-06-04/altria-taps-mercury-for-tobacco-regulation-work.html>

²⁴⁰ *See, e.g.*, INREJUUL_00262168; INREJUUL_00262226-INREJUUL_00262227.

1 **a) The American Vaping Association**

2 233. The American Vaping Association (“AVA”) is a pro-e-cigarette lobby group
3 founded by Greg Conley, who notably publishes articles criticizing the CDC for its stance on
4 restricting e-cigarette use.²⁴¹ Other executive members of the AVA possess business interests in
5 e-cigarettes; for example, Treasurer David J. Danzak Jr. is associated with an e-cigarette
6 business called Vapornine LLC.²⁴² Vice-President Antoinette Lanza is an owner of an
7 exclusively e-cigarette shop in Hoboken, New Jersey called Smokeless Image.²⁴³ Half of the
8 AVA’s functional expenses are for lobbying efforts.²⁴⁴ It lists several sponsors, all of which are
9 e-cigarette, e-liquid, or cigarette companies.²⁴⁵

10 234. Conley has a prolific social media presence and frequently appears on television
11 and radio to tout the benefits of consuming e-cigarettes and dispute negative news. The AVA
12 website lists “studies” which are uniformly authored by noted industry-funded or industry-
13 friendly authors, such as Polosa and Shahab.²⁴⁶ AVA lists CASAA, Not Blowing Smoke, and
14 the VTA, all established fronts for the e-cigarette industry, as “Resources.”

15 235. The AVA receives its funding from sponsors, who are organized into tiers such
16 as Platinum, Gold, Silver, Bronze, and Green.²⁴⁷ Current advertised sponsors include e-cigarette
17

18
19 ²⁴¹ Jeff Stier, *The War on E-Cigarettes* | National Review [Nationalreview.com](https://www.nationalreview.com/2011/09/war-e-cigarettes-jeff-stier-gregory-conley/) (2011),
<https://www.nationalreview.com/2011/09/war-e-cigarettes-jeff-stier-gregory-conley/>

20 ²⁴² Vaporine LLC’s business information page, Buzzfile,
<http://www.buzzfile.com/business/Vapornine-LLC-904-372-3244> (last visited Mar. 4, 2020).

21 ²⁴³ Stacy Jones, *Tobacco regulators mull more oversight as e-cigarettes see increased*
22 *popularity*, NJ.com (Updated Mar. 30, 2019; Posted July 08, 2013),
https://www.nj.com/business/2013/07/tobacco_regulators_mull_more_o.html

23 ²⁴⁴ Form 990, American Vaping Association Inc.’s Return of Organization Exempt from
24 Income Tax, 2018, [irs.com](https://apps.irs.gov/pub/epostcard/cor/464203951_201812_9900_2019122716980021.pdf),
https://apps.irs.gov/pub/epostcard/cor/464203951_201812_9900_2019122716980021.pdf (last
25 visited Mar. 4, 2020).

26 ²⁴⁵ AVA Sponsors page, American Vaping Association, [https://vaping.org/about-us/ava-](https://vaping.org/about-us/ava-sponsors/)
[sponsors/](https://vaping.org/about-us/ava-sponsors/) (last visited Mar. 4, 2020).

27 ²⁴⁶ Research Reports page, American Vaping Association, [https://vaping.org/research-](https://vaping.org/research-report/)
[report/](https://vaping.org/research-report/)(last visited Mar. 4, 2020).

28 ²⁴⁷ AVA Sponsors page, American Vaping Association, [https://vaping.org/about-us/ava-](https://vaping.org/about-us/ava-sponsors/)
[sponsors/](https://vaping.org/about-us/ava-sponsors/) (last visited Mar. 4, 2020).

1 distributors and retailers such as E-Cigarette Empire, and VaporBeast.²⁴⁸ Prior sponsors are a
2 who's who of e-cigarette retailers. In 2016, Platinum sponsors included AltSmoke and Vapor
3 Kings, while Gold sponsors included the now defunct Smokeless Image.²⁴⁹

4 236. On social media, the AVA regularly downplays the risks of consuming e-
5 cigarettes, criticizes negative coverage as myths or exaggerations, and lauds efforts to curb any
6 regulation of the e-cigarette industry.²⁵⁰

7 237. JLI actively sought out the AVA to promote JUUL. [REDACTED]

8 [REDACTED]
9 [REDACTED]²⁵¹

10 238. In 2018, JLI took advantage of its coordinated efforts with the AVA to downplay
11 the risks associated with JUUL. [REDACTED]

12 [REDACTED]
13 [REDACTED]
14 [REDACTED]²⁵²

15 [REDACTED]
16 [REDACTED]²⁵³

17 239. The AVA also coordinated with JLI on pro-e-cigarette research. In March 2018,
18 Conley facilitated a conversation between Dr. Konstantinos Farsalinos, a researcher at the
19 University of Patras, Greece, who regularly publishes e-cigarette industry-friendly articles, and
20

21
22
23 ²⁴⁸ *Id.*

24 ²⁴⁹ AVA Sponsors page, American Vaping Association, Wayback Machine – Internet Archive
25 (Aug. 14, 2017), <https://web.archive.org/web/20170814221226/http://vaping.org/about-us/ava-sponsors/>

26 ²⁵⁰ American Vaping Assn (@AVABoard), Twitter, <https://twitter.com/AVABoard> (last visited
27 Mar. 4, 2020).

28 ²⁵¹ INREJUUL_00278889

²⁵² See INREJUUL_00173252 ([REDACTED]).

²⁵³ *Id.*

1 Gal Cohen, then Director of Scientific Affairs at JLI.²⁵⁴ [REDACTED]

4 [REDACTED]²⁵⁵

5 240. [REDACTED]

10 [REDACTED]²⁵⁶

11 **b) Vaping360**

12 241. Vaping360 is a website dedicated to news regarding the e-cigarette industry. The
13 website boasts “40 million smokers and vaping enthusiasts reached since 2015.” This entity has
14 a big social media presence and huge publication strategy.

15 242. Vaping360’s main message misleads the public about the health impacts of
16 consuming e-cigarettes. Vaping360 has published various articles, including “10 Lies and
17 Myths About Juuling Exposed.”²⁵⁷ This article, published in May 9, 2018, claimed, among other
18 things, that JUUL was not as dangerous as smoking; JUUL did not cause cancer or “popcorn
19 lung”; JUUL was not popular among teenagers, nor did JLI sell kid-friendly flavors or flavors
20 aimed to entice young people; and the nicotine in JUUL is “a relatively mild drug, [and] may
21 cause dependence.”²⁵⁸

22 243. Vaping360 regularly published articles praising, promoting, or downplaying the
23

24 ²⁵⁴ Juul Labs, *JUUL Labs Presents Findings at the Global Forum on Nicotine 2018*, Cision PR
25 Newswire (June 15, 2018, 08:30 ET) ([https://www.prnewswire.com/news-releases/juul-labs-
presents-findings-at-the-global-forum-on-nicotine-2018-300666743.html](https://www.prnewswire.com/news-releases/juul-labs-presents-findings-at-the-global-forum-on-nicotine-2018-300666743.html))

26 ²⁵⁵ INREJUUL_00173252; INREJUUL_00278889

27 ²⁵⁶ *Id.*

28 ²⁵⁷ Jim McDonald, *10 Lies and Myths About Juuling Exposed*, Vaping 360 (May 9, 2018),
<https://vaping360.com/lifestyle/juuling/>

²⁵⁸ *Id.*

1 risks of JUUL, including, among others: “These Scientists Want to Kill Smokers’ Hope (For
2 Vaping)”;²⁵⁹ “UK Scientists to WHO: Your Vape Report Is Junk”;²⁶⁰ “One Free Pack JUUL Coupon
3 Codes 2019”;²⁶¹ and an article disparaging anti-smoking advocacy group Truth Initiative by
4 claiming that “Truth Initiative Promo Encourages Risky Teen Behavior.”²⁵⁹

5 244. One of the main writers at Vaping360 is Jim McDonald who aggressively attacks
6 any negative science as fake news. For example, McDonald frequently posts on social media
7 platforms, including on Facebook and Twitter, but also comments on others posts extensively
8 disputing negative news about consuming e-cigarettes.²⁶⁰

9 [REDACTED] Vaping360 has taken funding from e-cigarette manufacturers, and in return
10 coordinates with e-cigarette manufacturers to promote their products, while publishing
11 favorable content. [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 246. [REDACTED]

15 [REDACTED]

16 [REDACTED]²⁶¹

17 [REDACTED]²⁶²

18 [REDACTED]

19 [REDACTED]²⁶³

20 247. [REDACTED]

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22 ²⁵⁹ Jim McDonald, *Truth Initiative Promo Encourages Risky Teen Behavior*, Vaping 360 (Jan.
23 9, 2020), <https://vaping360.com/vape-news/87705/truth-initiative-promo-encourages-risky-teen-behavior/>

24 ²⁶⁰ Jim McDonald, *Mass. Senate Passes Worst Vaping Law in the Countr*, Vaping 360 (Nov.
25 21, 2019), <https://vaping360.com/vape-news/86852/mass-senate-passes-worst-vaping-law-in-the-country/>; Jim McDonald, *Meet the Rich Moms Who Want to Ban Vaping*, Vaping 360 (Oct.
26 8, 2018), <https://vaping360.com/vape-news/71696/meet-the-rich-moms-who-want-to-ban-vaping/>

27 ²⁶¹ INREJUUL_00143870.

28 ²⁶² *Id.*

²⁶³ *Id.*

1 [REDACTED]
 2 [REDACTED]²⁶⁴
 3 248. In 2018, McDonald continued to write articles specifically praising JLI, such as
 4 “Coming Soon: A JUUL to Help You Quit JUULing” and “10 Lies and Myths About JUULing
 5 Exposed.”²⁶⁵ As of 2020, Vaping360 continues to offer discounts for JUUL products.²⁶⁶

6 **c) Foundation for a Smoke-Free World**

7 249. The Foundation was founded in 2017, and presents itself as a public health
 8 organization, purportedly “advancing global progress in smoking cessation and harm
 9 reduction.”²⁶⁷ It is funded entirely by Philip Morris International, which in 2017 announced a \$1
 10 billion commitment to fund the Foundation.²⁶⁸ The Foundation’s 2018 Form 990 lists only one
 11 donor: PMI Global Services, Inc., or Philip Morris International, with a contribution of \$80
 12 million.²⁶⁹

13 250. The Foundation is headed by Derek Yach, a noted advocate and promoter of e-
 14 cigarettes and consuming e-cigarettes.²⁷⁰

15 251. In 2018, the Foundation announced that it would support Centers of Excellence
 16 to conduct tobacco control research.²⁷¹ This tactic is a well-known tool of the cigarette industry,
 17

18 ²⁶⁴ INREJUUL_00139196

19 ²⁶⁵ Jim McDonald, *Coming Soon: A JUUL to Help You Quit Juuling*, Vaping 360 (Sept. 7,
 20 2018), <https://vaping360.com/vape-news/70262/coming-soon-a-juul-to-help-you-quit-juuling/>

21 ²⁶⁶ [One FREE Pack] JUUL Coupon Codes 2019, Vaping 360 (Aug. 24, 2018),
 22 <https://vaping360.com/vape-coupons/juul-coupon-promo-code/>

23 ²⁶⁷ Home - Foundation for a Smoke-Free World, Foundation for a Smoke-Free World (2020),
 24 <https://www.smokefreeworld.org/>

25 ²⁶⁸ David Meyer, Philip Morris Pledges Almost \$1 Billion to Anti-Smoking Fight (2017),
 26 <https://www.webcitation.org/6tjyBv4dA>

27 ²⁶⁹ Return of Private Foundation, (2018),
 28 https://web.archive.org/web/20190828104138/https://www.smokefreeworld.org/sites/default/files/uploads/documents/fsfw_2018_form_990-pf_public_inspection.pdf

²⁷⁰ David Yach, Anti-smoking advocates should embrace e-cigarettes National Post (2015),
<https://nationalpost.com/opinion/derek-yach-anti-smoking-advocates-should-embrace-e-cigarettes>

²⁷¹ Support Global Research | Foundation for a Smoke-Free World, Web.archive.org (2020),
<https://web.archive.org/web/20180531105105/https://www.smokefreeworld.org/our-areas-focus/support-global-research>

1 which has a history of funding “research” centers to promote industry-friendly views, such as
2 the Center for Indoor Air Research, which promulgated industry-funded studies that sowed
3 doubt about the addictiveness of nicotine, claimed that indoor air quality was unaffected by
4 cigarette smoke and downplayed the harms of cigarettes broadly. Institutes such as the Center
5 for Indoor Air Research were forced to dissolve as part of the Master Settlement Agreement in
6 1998.

7 252. A 2017 report in The Verge detailed the e-cigarette industry’s apparently
8 coordinated efforts to use biased research to downplay the risks of consuming e-cigarettes.²⁷²
9 For example, e-cigarette manufacturers routinely conduct studies focusing on the “good news”
10 about e-cigarettes, *i.e.* they release less harmful aerosolized chemicals than combustible
11 cigarettes, or that their aerosol lingers for less time indoors than combustible cigarettes.²⁷³
12 Industry-funded authors then regularly cite to each other’s studies in their own research.²⁷⁴ On
13 information and belief, JLI and Altria, among others in the e-cigarette industry, funnel their
14 industry-funded studies to friendly pro-industry groups knowing that those entities will
15 misrepresent the results as evidence that e-cigarettes are safe, or not harmful.

16 **d) Vapor Technology Association**

18 ²⁷² Liza Gross, Vaping companies are using the same old tricks as Big Tobacco The Verge
19 (2017), <https://www.theverge.com/2017/11/16/16658358/vape-lobby-vaping-health-risks-nicotine-big-tobacco-marketing>.

20 ²⁷³ See, e.g., J. Margham, et al., *Chemical Composition of Aerosol from an E-Cigarette: A*
21 *Quantitative Comparison with Cigarette Smoke*, 29 Chem. Res. Toxicol. 1662 (2016); Tanvir
22 Walele, et al., *Evaluation of the safety profile of an electronic vapour product used for two*
23 *years by smokers in a real-life setting*, 92 Reg. Toxicol. Pharmacol. 226 (2018); D.
24 Martuzevicius, et al., *Characterization of the Spatial and Temporal Dispersion Differences*
Between Exhaled E-Cigarette Mist and Cigarette Smoke, 21 Nicotine & Tobacco Res. 1371
(2019).

25 ²⁷⁴ See, e.g., Gene Gillman, et al., *Determining the impact of flavored e-liquids on aldehyde*
production during Vaping, 112 Reg. Toxicol. Pharmacol. 1 (2020); Colin Mendelsohn and
26 Alex Wodak, *Legalising Vaping in Australia* The McKell Institute (March 2019),
27 <https://pdfs.semanticscholar.org/3e13/8e46419913a29f8fc9ddad52ec771f73fa76.pdf>; Violeta
28 Kaunelienė, et al., *Impact of Using a Tobacco Heating System (THS) on Indoor Air Quality in*
a Nightclub, 19 Aerosol and Air Qual. Res. 1961 (2019); Maya Mitova, et al., *Human chemical*
signature: Investigation on the influence of human presence and selected activities on
concentrations of airborne constituents, 257 Environmental Pollution 1 (2020).

1 253. The Vapor Technology Association (VTA) bills itself as a trade association and
2 advocates for the e-cigarette industry. It was founded in January 2016, with the banner tagline
3 on its website reading “VAPE IS HOPE.”²⁷⁵

4 254. In 2018, JLI, SMOK, VMR, Turning Point Brands, and Joyetech were all
5 featured as “Platinum Members,” a level of membership that required a \$100,000 annual
6 contribution. Thus, JLI paid VTA \$100,000 in 2018 to become a Platinum Member, and in
7 return, VTA offered JLI a board seat; invitations to lobbying strategy meetings; access to the
8 FDA, other federal agencies, and members of Congress; and conference participation.²⁷⁶

9 255. The VTA, like other lobbying and trade association groups in the industry,
10 advocates for less regulation of e-cigarettes, and testifies in opposition to flavor bans.²⁷⁷

11 **f) Retailer Lobbying**

12 256. Retailers have also taken to creating subsidiaries or wholly owned companies
13 whose purpose is to produce quasi-journalistic content to promote consuming e-cigarettes,
14 discredit health initiatives, and suggest that consuming e-cigarettes has no harmful health
15 impacts. The best example of this is the website SoupWire, which publishes articles and
16 editorials that promote consuming e-cigarettes and criticizes studies that look at the negative
17 impacts of consuming e-cigarettes.²⁷⁸ For example, when JLI donated \$7.5 million towards a
18 study on the impacts of consuming e-cigarettes on teens, a SoupWire report concluded that the
19 study will likely find “nothing Earth-shattering.”²⁷⁹

23 ²⁷⁵ Vape is Hope, Vapor Technology Association, Wayback Machine – Internet Archive (Feb.
24 25, 2016), <https://web.archive.org/web/20160225154600/http://www.vaportechnology.org:80/>

25 ²⁷⁶ Some of Our Members, Vapor Technology Association, Wayback Machine – Internet
26 Archive (Nov. 28, 2018),

<https://web.archive.org/web/20181128162940/https://vaportechnology.org/membership/>

27 ²⁷⁷ Vapor Technology Association, <https://vaportechnology.org/> (last visited Mar. 4, 2020).

28 ²⁷⁸ Soupwire – The Truth About Vaping, <https://soupwire.com/> (last visited Mar. 4, 2020).

²⁷⁹ Jeff Hawkins, *JUUL Donates \$7.5 Million to Teen Vaping Study*, Soupwire – The Truth
About Vaping (July 2, 2019), <https://soupwire.com/juul-donates-7-5-million-to-teen-vaping-study/>

1 **6. Altria Falsely Stated That It Intended to Use Its Expertise in**
2 **“Underage Prevention” Issues to JLI**

3 257. Altria’s announcement that it intended to invest in JLI came less than two
4 months after it told the FDA that Altria “believe[s] that pod-based products significantly
5 contribute to the rise in youth use of e-vapor products” and that it accordingly would be
6 removing its own pod-based products from the market.²⁸⁰ Altria made the same representations
7 to its investors.²⁸¹

8 258. Although Altria claimed its investment in JLI had an altruistic motive—“ When
9 you add to JUUL's already substantial capabilities, our underage tobacco prevention expertise
10 and ability to directly connect with adult smokers, we see a compelling future with long-term
11 benefits for both adult tobacco consumers and our shareholders,” Altria recently confirmed that
12 JLI has not even availed itself of that experience²⁸². In Altria’s October 2019 letter to Senator
13 Dick Durbin, Altria CEO Howard Willard acknowledged that while Altria “offered to JUUL
14 services relating to underage prevention efforts,” to date “JUUL has not accepted Altria’s offers
15 of assistance in addressing underage vaping relating issues.”²⁸³ Willard has stated that the deal
16 would allow Altria to “work[] with JUUL to accelerate its mission.”²⁸⁴ but as Altria knew, as
17 reflected in its letter to the FDA just two months prior, that mission involved had resulted in
18 usage throughout the youth market. Altria’s admission that pod-based products contributed to
19 underage use show that Altria knew its investment in JLI would “strengthen[] its financial
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21 ²⁸⁰ Letter from Howard A. Willard III, Altria, to Dr. Scott Gottlieb, FDA, 2 (October 25, 2018)

22 ²⁸¹ Altria Group Inc (MO) Q3 2018 Earnings Conference Call Transcript, (October 25, 2018)
23 <https://www.fool.com/earnings/call-transcripts/2018/10/25/altria-group-inc-mo-q3-2018-earnings-conference-ca.aspx>

24 ²⁸² Altria Group (MO) Q4 2018 Earnings Conference Call Transcript: MO earnings call for the
25 period ending December 31, 2018. (Jan. 31, 2019), <https://www.fool.com/earnings/call-transcripts/2019/02/01/altria-group-mo-q4-2018-earnings-conference-call-t.aspx>

26 ²⁸³ Letter from Howard A. Willard III to Senator Richard J. Durbin (October 14, 2019)
(emphasis added).

27 ²⁸⁴ Altria Makes \$12.8 Billion Minority Investment in JUUL to Accelerate Harm Reduction
28 and Drive Growth, Business Wire (Dec. 20, 2018, 7:00 AM EST),
<https://www.businesswire.com/news/home/20181220005318/en/Altria-12.8-Billion-Minority-Investment-JUUL-Accelerate>.

1 profile and enhance[] future growth prospects” specifically because JLI dominated the youth
2 market for e-cigarettes.²⁸⁵

3 259. Altria recognized JLI’s market share dominance in the e-cigarette market as the
4 path to Altria’s continued viability and profitability. In a January 31, 2019 earnings call, Altria
5 explained that “[w]hen you add to JUUL’s already substantial capabilities, our underage
6 tobacco prevention expertise and ability to directly connect with adult smokers, we see a
7 compelling future with long-term benefits for both adult tobacco consumers and our
8 shareholders. We are excited about JUUL’s domestic growth and international prospects and
9 their potential impact on our investment.”²⁸⁶ JUUL’s growth was, as Altria well knew, due to
10 the product’s viral popularity among teens. Willard briefly acknowledged the youth vaping
11 crisis, stating, “Briefly touching on the regulatory environment, the FDA and many others are
12 concerned about an epidemic of youth e-vapor usage. We share those concerns. This is an issue
13 that we and others in the industry must continue to address aggressively and promptly.”²⁸⁷

14 260. Altria’s representations that it intended to help JUUL curb the prevalence of
15 underage use was false and misleading. As discussed below, Altria coordinated with JUUL to
16 capture and maintain the youth market.

17 **E. Defendants Targeted the Youth Market**

18 261. Having created a product, like combustible cigarettes, that sought to get users
19 addicted to nicotine, and while taking steps to ensure that consumers and regulators did not
20 appreciate the true nicotine content or potential harm from using JUULs, to successfully sink
21 their high-tech nicotine hook into American consumers, JLI, Bowen, and Monsees needed
22 investors willing to adopt the tactics of the cigarette industry as their own. They found those
23 investors in Pritzker, Huh, and Valani.

24
25 ²⁸⁵ Press Release, *Altria Makes \$12.8 Billion Minority Investment In Juul To Accelerate Harm
Reduction And Drive Growth*, Altria (Dec. 20, 2018),
26 <https://www.sec.gov/Archives/edgar/data/764180/000119312518353970/d660871dex991.htm>.

27 ²⁸⁶ Altria Group (MO) Q4 2018 Earnings Conference Call Transcript: MO earnings call for the
28 period ending December 31, 2018. (Jan. 31, 2019), [https://www.fool.com/earnings/call-
transcripts/2019/02/01/altria-group-mo-q4-2018-earnings-conference-call-t.aspx](https://www.fool.com/earnings/call-transcripts/2019/02/01/altria-group-mo-q4-2018-earnings-conference-call-t.aspx)

²⁸⁷ *Id.*

1 262. Under the leadership of the Management Defendants, JLI marketed nicotine to
2 kids. JLI and the Management Defendants deployed a sophisticated viral marketing campaign
3 that strategically laced social media with false and misleading messages to ensure their uptake
4 and distribution among young consumers. JLI and the Management Defendants’ campaign was
5 wildly successful—burying their hook into kids and initiating a public health crisis.

6 **1. JLI Emulated the Marketing of Cigarette Companies.**

7 263. As Defendants know, nearly 9 out of 10 smokers start smoking by age 18, and
8 more than 80% of underage smokers choose brands from among the top three most heavily
9 advertised.²⁸⁸ The overwhelming consensus from public health authorities, independent studies,
10 and credible expert witnesses is that “marketing is a substantial contributing factor to youth
11 smoking initiation.”²⁸⁹

12 264. Struggling to define their own identities, teenagers are particularly vulnerable to
13 image-heavy advertisements that psychologically cue them on the “right” way to look and
14 behave amongst peers.²⁹⁰ Advertisements that map onto adolescent aspirations and
15 vulnerabilities drive adolescent tobacco product initiation.²⁹¹

16 265. For decades, cigarette companies spun smoking as signifier of adulthood. This
17 turned smoking into a way for teenagers to project independence and enhance their image
18 among their peers.²⁹²

19 266. Youth marketing was critical to the success of cigarette companies. In the 1950s,
20 Philip Morris—now JUUL’s corporate affiliate—intentionally marketed cigarettes to young
21 people as a pool from which to “replace smokers” to ensure the economic future of the cigarette
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25 ²⁸⁸ *Preventing Tobacco Use Among Youths, Surgeon General Fact Sheet*, Surgeon Gen.,
26 <https://www.hhs.gov/surgeongeneral/reports-and-publications/tobacco/preventing-youth-tobacco-use-factsheet/index.html> (last visited Dec. 9, 2019).

27 ²⁸⁹ *USA v. Philip Morris*, 449 F. Supp. 2d 1, 570 (D.D.C. 2006) (J. Kessler).

28 ²⁹⁰ *Id.* at 578.

²⁹¹ *Id.* at 570, 590

²⁹² *Id.* at 1072.

1 industry.²⁹³

2 267. Philip Morris’s documents set out their youth strategy, explaining: “Today’s
3 teenager is tomorrow’s potential regular customer, and the overwhelming majority of smokers
4 first begin to smoke while still in their teens”.²⁹⁴

5 268. It wasn’t just Philip Morris. The strategy of hooking kids was an open secret in
6 the cigarette industry.²⁹⁵

7 269. As detailed below, JLI and the Management Defendants sought to emulate this
8 approach. Indeed, Monsees admitted to using historical cigarette ads to inform JLI’s own
9 advertising campaign.²⁹⁶

10 270. The emulation is obvious. A side-by-side comparison of JUUL advertisements
11 with historical cigarette advertisements reveals the appropriated pattern of focusing on imagery
12 related to attractiveness, stylishness, sex appeal, fun, “belonging,” relaxation, and sensory
13 pleasure, including taste.²⁹⁷

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20 ²⁹³ *U.S. v. Philip Morris*, No. 99- 2496 (D.D.C. Aug. 17, 2006), ECF No. 5750 (Amended Final
21 Opinion), at 972.

22 ²⁹⁴ *Tobacco Company Quotes on Marketing to Kids*, Campaign for Tobacco-Free Kids (May
23 14, 2001), <https://www.tobaccofreekids.org/assets/factsheets/0114.pdf>.

24 ²⁹⁵ C.A. Tucker, *Marketing Plans Presentation to RJRI B of D* at 2, U.C.S.F. Truth Tobacco
25 Industry Documents (Sept. 30, 1974),
26 <https://www.industrydocumentslibrary.ucsf.edu/tobacco/docs/#id=ypmw0091> (RJ Reynolds
27 executive explaining that the “young adult . . . market . . . represent[s] tomorrow’s cigarette
28 business. As this 14-24 age group matures, they will account for a key share of the total
cigarette volume—for at least the next 25 years.”).

²⁹⁶ Matthew Perone and Richard Lardner, AP News, *Juul exec: Never intended electronic
cigarette for teens* (July 26, 2019), <https://apnews.com/4b615e5fc9a042498c619d674ed0dc33>;
Gabriel Montoya, *Pax Labs: Origins with James Monsees*, Social Underground,
<https://socialunderground.com/2015/01/pax-ploom-origins-future-james-monsees>

²⁹⁷ See Appendix B, Ads 9-50.



271. JLI and the Management Defendants deployed this same strategy, but adapted it to modern advertising tactics.

2. The Management Defendants Intentionally Marketed JUUL to Young People.

272. The risk that children would use a new e-cigarette product was well known and well publicized in the months leading up to the launch of the JUUL e-cigarette. For example, in

1 April 2015, the CDC published the results from its 2014 National Youth Tobacco Survey.²⁹⁸
2 The CDC found that “[i]n 2014, e-cigarettes were the most commonly used tobacco product
3 among middle (3.9%) and high (13.4%) school students.”²⁹⁹ Moreover, “[b]etween 2011 and
4 2014, statistically significant increases were observed among these students for current use of
5 both e-cigarettes and hookahs (p<0.05), while decreases were observed for current use of more
6 traditional products, such as cigarettes and cigars, resulting in no change in overall tobacco
7 use.”³⁰⁰ The CDC blamed e-cigarette marketing, the use of “a mixture of ‘sex, free samples,
8 [and] flavors’ the same things that were originally found to be problematic with cigarette ads.”³⁰¹

9 273. Seeking to enter this nascent youth market for e-cigarettes, JLI intentionally
10 targeted youth from its inception. In March 2015, Management Defendants supervised the
11 advertising campaigns that would accompany the launch of JUUL.

12 274. Consistent with Monsees’ position that he has no “qualms” with marketing to
13 people that were not yet addicted to nicotine,³⁰² [REDACTED]

14 [REDACTED]
15 [REDACTED]³⁰³

16 275. [REDACTED]
17 [REDACTED]
18 [REDACTED]³⁰⁴ [REDACTED]

20 ²⁹⁸ Centers for Disease Control and Prevention, *Tobacco Use Among Middle and High School*
21 *Students — United States, 2011–2014*, Morbidity and Mortality Weekly Report (MMWR)
22 64(14):381-385 (April 17, 2015),
<https://www.cdc.gov/mmwr/preview/mmwrhtml/mm6414a3.htm>

23 ²⁹⁹ *Id.*

24 ³⁰⁰ *Id.*

25 ³⁰¹ Jacob Kastrenakes, *More teens are vaping instead of smoking*, The Verge (Apr. 16, 2015),
<https://www.theverge.com/2015/4/16/8429639/teen-ecigarette-use-triples-vaping-beats-smoking>

26 ³⁰² David H. Freedman, *How do you Sell a Product When You Really Can’t Say What it Does?*,
27 Inc., <https://www.inc.com/magazine/201405/david-freedman/james-monsees-ploom-ecigarette-company-marketing-dilemma.html>.

28 ³⁰³ INREJUUL_00441209

³⁰⁴ INREJUUL_00057298-INREJUUL_00057487

1 [Redacted]
2 [Redacted]³⁰⁵ Put differently, their target consumer was an
3 adolescent.

4 276. JLI professedly wanted kids to think JUUL was cool. [Redacted]

7 [Redacted]³⁰⁶

10 [Redacted]³⁰⁷

11 [Redacted]³⁰⁸ For example, [Redacted]

13 [Redacted]³⁰⁹

14 [Redacted]³¹⁰

15 [Redacted]³¹¹

16 277. This focus on [Redacted] continued up to and after launch. [Redacted]

19 [Redacted]³¹²

21 [Redacted]³¹³

23 ³⁰⁵ INREJUUL_00057298-INREJUUL_00057487

24 ³⁰⁶ INREJUUL_00057289.

25 ³⁰⁷ INREJUUL_00057293.

26 ³⁰⁸ INREJUUL_00057293.

27 ³⁰⁹ INREJUUL_00057293.

28 ³¹⁰ INREJUUL_00057293.

³¹¹ INREJUUL 00441325-INREJUUL_00441326.

³¹² JLI00218598.

³¹³ JLI00206206.

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[REDACTED]

[REDACTED]³¹⁴

[REDACTED]³¹⁵ [REDACTED]³¹⁶

[REDACTED]

[REDACTED]³¹⁷

278. JLI identified [REDACTED]

[REDACTED]

[REDACTED]³¹⁸

279. With this goal in mind, [REDACTED]

[REDACTED]³¹⁹

[REDACTED]³²⁰

280. In short order, the phrase “it’s cool to JUUL” became an anthem among kids while youth e-cigarette use skyrocketed.

3. JLI Advertising Exploited Young People’s Psychological Vulnerabilities.

281. Informed by decades of tobacco marketing, JLI ran a consistent, simple message: JUUL is used by young, popular, attractive, and stylish people.

282. This was not the only marketing scheme JLI could have adopted. JLI had other options. In 2014, JLI engaged a Calgary-based advertising agency, Cult Collective, to complete a “diagnostic” evaluation of the JUUL brand and to make recommendations regarding the best

³¹⁴ JLI00222528.

³¹⁵ JLI00461564.

³¹⁶ JLI00235965.

³¹⁷ JLI00514343 [REDACTED]

³¹⁸ INREJUUL_00161703-INREJUUL_00161715

³¹⁹ *Id.*

³²⁰ INREJUUL_00277080-INREJUUL_00277104

1 advertising strategy to market the JUUL e-cigarette.

2 283. In keeping with typical e-cigarette marketing, which messaged to existing
3 smokers looking to quit, Cult Collective recommended that JUUL position its e-cigarette
4 technology as the focus of its advertisements. Cult Collective presented JUUL with exemplar
5 advertisements that used images of a boom box and a joy stick, juxtaposed against the JUUL e-
6 cigarette, with the tag line: “Everything changes. JUUL the evolution of smoking.”



17 284. This campaign expressly invokes combustible cigarettes and positions the JUUL
18 as a technological upgrade for the modern smoker.

19 285. JLI rejected this approach.

20 286. Instead, in June of 2015, JLI launched the “Vaporized” advertising campaign.³²¹

21 The express mission [REDACTED]

22 [REDACTED]³²²

23 287. Applying the template for preying on teens established by the cigarette industry,
24 the Vaporized campaign used stylish models, bold colors, and highlighted themes of sexual
25

26
27 ³²¹ Declan Harty, *JUUL Hopes to Reinvent E-Cigarette Ads with ‘Vaporized Campaign’*,
28 AdAge (June 23, 2015), <http://adage.com/article/cmo-strategy/juul-hopes-reinvent-e-cigarette-ads-campaign/299142/>

³²² INREJUUL_00057291-INREJUUL_00057295

1 attractiveness, thinness, independence, rebelliousness and being “cool.”³²³

2 288. The targeting of young consumers was evident in the design and implementation
3 of the Vaporized campaign, which featured models in their 20s whose “poses were often
4 evocative of behaviors more characteristic of underage teen than mature adults.”³²⁴



26 ³²³ See Appendix B, Advertisement 1 (example of targeting of young people).

27 ³²⁴ Robert K. Jackler, The Role of the Company in the Juul Teen Epidemic, Testimony for the
28 House Subcommittee on Economic and Consumer Policy (Jul. 24, 2019),
<https://docs.house.gov/meetings/GO/GO05/20190724/109844/HHRG-116-GO05-Wstate-JacklerR-20190724.pdf>.



289. In the months leading up to the launch of JUUL e-cigarettes, [REDACTED]

[REDACTED]

[REDACTED]³²⁵ The Management Defendants knew that the ads targeted youth, but “Juul’s board of directors signed off on the company’s launch plans[.]”³²⁸ In addition, “Monsees, who was CEO at the time, personally reviewed images from the billboard photo shoot while it was in session.”³²⁹ A senior manager later told the New York Times that “he and others in the company were well aware” that the marketing campaign “could

³²⁵ INREJUUL_00371285.

³²⁶ INREJUUL_00371314.

³²⁷ INREJUUL_00174387.

³²⁸ Ainsley Harris, *How Juul, founded on a life-saving mission, became the most embattled startup of 2018: E-cigarette startup Juul Labs is valued at more than \$16 billion. It’s also hooking teens on nicotine and drawing scrutiny from the FDA. Can the company innovate its way out of a crisis it helped create?*, Fast Company (Nov. 19, 2018), <https://www.fastcompany.com/90262821/how-juul-founded-on-a-life-saving-mission-became-the-most-embattled-startup-of-2018>

³²⁹ *Id.*

1 appeal to” teenagers.³³⁰

2 290. As part of the Vaporized campaign, JLI advertised on a 12-panel display over
3 Times Square.³³¹ Billboard advertising of cigarettes has for years been unlawful under the
4 Master Settlement Agreement.



17 291. [REDACTED]

18 [REDACTED]³³²

19 292. In fact, JLI’s Vaporized campaign was so effective that it gained national
20 attention on an October 15th, 2015 episode of Late Night with Stephen Colbert, who ridiculed
21 the notion that the young, dancing models were consistent with a target market of adult
22 smokers. As Colbert joked after viewing the close-up video of young models dancing in place,
23 “[y]eah! There is something about vaping that just makes me want to dance in a way that

24
25 ³³⁰ Matt Richtel & Sheila Kaplan, *Did Juul Lure Teenagers and Get ‘Customers for Life’?*,
26 N.Y. Times (Aug. 27, 2018), <https://www.nytimes.com/2018/08/27/science/juul-vaping-teen-marketing.html>

27 ³³¹ See Appendix B, image 14; see also <https://inrejuul.myportfolio.com> (also available at
28 http://tobacco.stanford.edu/tobacco_main/subtheme_pods.php?token=fm_pods_mt068.php)
(last accessed January 25, 2019) (additional images and videos).

³³² INREJUUL_00093933-INREJUUL_00093934

1 doesn't require much lung strength. . . . And it's not just ads featuring hip young triangles that
2 appeal to the youths. . . . There is no reason to worry about the long-term effects of vaping,
3 because e-cigarettes are so new that their long-term effects are still unknown."³³³

4 293. The Vaporized campaign was not limited to the Times Square billboards
5 however. The ads were also placed in nationally-distributed magazines, and the videos were
6 displayed on screens at the top of point-of-sale JUUL kiosks provided by JUUL to retailers
7 across the country.

8 294. To the extent that the Vaporized advertisements disclosed that JUUL contained
9 nicotine, the warnings were in small print against low-contrast backgrounds, making them easy
10 to overlook. By way of comparison, cigarette advertisements, are required to display a health
11 warning in high contrast black and white, covering 20% of the image.

12 295. Likewise, JLI's social media ads did not disclose any health risks of using JUUL
13 until May of 2018, when they were required to warn of addiction. But even then, JUUL placed
14 these warnings in areas that were only viewable if the social media user clicked on the "full
15 version" of the JLI post, which is not how teens typically engage with social media
16 advertising.³³⁴ Notably, on Twitter, a social media platform that is geared towards reading text,
17 and on Facebook, where some users do read text, JLI typically did not include the disclaimer in
18 its advertisements at all.³³⁵

19 **4. JLI Pushed the Vaporized Campaign Into Youth Targeted Channels.**

20 **a. JLI Placed Its Vaporized Ads on Youth Oriented Websites** 21 **and Media.**

22 296. JLI engaged programmatic media buyers to place advertisements on websites
23 attractive to children, adolescents in middle school and high school, and underage college
24 students. These advertisements, which included the images of models from the Vaporized
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26 ³³³ https://www.youtube.com/watch?v=PMtGca_7leM

27 ³³⁴ *See* Appendix B, Advertisement 3.

28 ³³⁵ *See* Appendix B, Advertisement 65; *see also* Juul Image Galleries (2015-2018) SRITA
Collection, <https://inrejuul.myportfolio.com/twitter-1>.

1 campaign, began appearing on websites as early as June 2015. The chosen websites included:
2 nickjr.com (the website for a children’s television network run by Nickelodeon Group); the
3 Cartoon Network’s website at cartoonnetwork.com; allfreekidscrafts.com; hellokids.com; and
4 kidsgameheroes.com.

5 297. A picture of the homepage of nickjr.com is below:



15 298. JLI also purchased banner advertisements on websites providing games targeted
16 to younger girls,³³⁶ educational websites for middle school and high school students,³³⁷ and
17 other teen-targeted websites.³³⁸

18 299. JLI knew what it was doing. [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

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24 ³³⁶ The sites included dailydressupgames.com, didigames.com, forhergames.com,
25 games2girls.com, girlgames.com, and girlsgogames.com.

26 ³³⁷ E.g., coolmath-games.com. JUUL also purchased advertisements on basic-
27 mathematics.com, coolmath.com, math-aids.com, mathplayground.com, mathway.com,
28 onlinemathlearning.com, and purplemath.com.

³³⁸ E.g., teen.com, seventeen.com, justjaredjr.com, and hireteen.com. JUUL purchased
advertisements on websites for high school students hoping to attend college such as
collegeconfidential.com and collegeview.com.

1 [REDACTED]³³⁹ Nevertheless, JLI continued to push its campaign on websites with young
2 demographics.

3 300. JLI promoted the Vaporized campaign on Facebook, Instagram, and Twitter.

4 301. JLI could have employed age-gating on its social media accounts to prevent
5 underage consumers from viewing its Vaporized advertisements, but chose not to do so.

6 302. The Vaporized campaign included the largest e-cigarette smartphone campaign
7 of 2015, which accounted for 74% of all such smartphone advertising that year.

8 303. JLI promoted Vaporized through Vice Magazine, which bills itself as the “#1
9 youth media brand” in the world.³⁴⁰



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19 304. By 2016, an estimated 20.5 million U.S. middle and high school students were
20 exposed to advertisements for e-cigarettes, including JUUL.³⁴¹

21 **b. JLI Used Influencers and Affiliates to Amplify Its Message to**
22 **a Teenage Audience.**

23 305. JLI used [REDACTED]

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25 ³³⁹ INREJUUL_00082179-INREJUUL_00082185

26 ³⁴⁰ Kathleen Chaykowski, *The Disturbing Focus of Juul’s Early Marketing Campaigns*, Forbes
27 (Nov. 16, 2018 2:38 PM), <https://www.forbes.com/sites/kathleenchaykowski/2018/11/16/the-disturbing-focus-of-juuls-early-marketing-campaigns/#3da1e11b14f9>

28 ³⁴¹ Kristy Marynak et al., *Exposure to Electronic Cigarette Advertising Among Middle and High School Students – United States, 2014-2016*, CDC: Morbidity and Mortality Weekly Report (Mar. 16, 2018), <https://www.cdc.gov/mmwr/volumes/67/wr/mm6710a3.htm>

1 [REDACTED]
2 [REDACTED]³⁴² Influencers are prized sources of brand promotion on
3 social media networks.

4 306. Like its Vaporized campaign, [REDACTED]
5 [REDACTED]

6 [REDACTED]³⁴³ In keeping with this strategy, JLI targeted influencers that were young
7 and popular with adolescents. One influencer JLI targeted was Tavi Gevinson, who was
8 nineteen years old in the summer of 2015. The year before, Rolling Stone magazine described
9 Gevinson as “possibly the most influential 18-year-old in America.”³⁴⁴

10 307. JLI contracted with Grit to enlist influencers by sending them free JUUL e-
11 cigarettes. Grit provided free JUULs to Luka Sabbat, known as the “the Internet’s Coolest
12 Teenager,”³⁴⁵ who was 17 years old during the summer of 2015.

13 308. [REDACTED]
14 [REDACTED]
15 [REDACTED]³⁴⁶

16 309. JLI encouraged its distributors, wholesalers, and other resellers—either explicitly
17 or implicitly— to hire affiliates and influencers to promote JLI’s brand and products. Even if
18 not paid directly by JLI, these influencers profited from the promotion of JUUL products either
19 because they were paid by JUUL resellers, JUUL accessory sellers, or sellers of JUUL-

21 ³⁴² See INREJUUL 00091138 [REDACTED]
22 [REDACTED]
23 [REDACTED].

24 ³⁴³ INREJUUL_00057293
25 ³⁴⁴ Alex Morris, *Tavi Gevinson: A Power Teen’s New Direction*, Rolling Stone (Aug. 14, 2014,
26 3:57 PM), <https://www.rollingstone.com/culture/culture-features/tavi-gevinson-a-power-teens-new-direction-232286/>

27 ³⁴⁵ Alexis Barnett, *Who Is Luka Sabbat? Meet the Internet’s Coolest Teenager*, Complex (Aug.
28 17, 2015), <https://www.complex.com/style/luka-sabbat-interview-on-youth-kanye-west-and-fashion>

³⁴⁶ See, INREJUUL 00091141 [REDACTED]).

1 compatible products.

2 310. For example, one YouTube user Donnysmokes (Donny Karle, age twenty-one)
3 created a JUUL promotional video in 2017 that garnered roughly 52,000 views, many of which
4 were from users under the age of eighteen.³⁴⁷ Since that time, Karle has made a series of videos,
5 including one titled “How to HIDE & HIT Your JUUL at SCHOOL WITHOUT Getting
6 CAUGHT.”³⁴⁸ Karle has admitted to earning approximately \$1200 a month from unspecified
7 sources simply from posting videos of himself consuming e-cigarettes, especially of JUUL
8 products online.³⁴⁹

9 311. At least one JLI sales representative sent DonnySmokes a private message
10 thanking him for promoting JUUL products on social media. Similarly, JUUL repeatedly
11 thanked and encouraged the owner of the @JUULnation Instagram account for his posting of
12 youth-oriented JUUL content on Instagram.

13 312. [REDACTED]
14 [REDACTED]
15 [REDACTED] JLI’s
16 affiliates promoted JUUL on social media platforms including YouTube, Instagram, Facebook,
17 Snapchat, and Twitter and routinely failed to disclose that they were being paid to promote
18 JUUL products.

19 313. As with much of the marketing strategy for JUUL, the practices described above
20 are prohibited by the Master Settlement Agreement.

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24 ³⁴⁷ Robert K. Jackler, The Role of the Company in the Juul Teen Epidemic, Testimony for the
25 House Subcommittee on Economic and Consumer Policy (Jul. 24, 2019),
<https://docs.house.gov/meetings/GO/GO05/20190724/109844/HHRG-116-GO05-Wstate-JacklerR-20190724.pdf>

26 ³⁴⁸ *Id.*

27 ³⁴⁹ Allie Conti, *This 21-year-old is Making Thousands a Month Vaping on YouTube* (Feb. 5,
28 2018 9:30 AM), https://www.vice.com/en_us/article/8xvjm/this-21-year-old-is-making-thousands-a-month-vaping-on-youtube

³⁵⁰ INREJUUL_00113437-INREJUUL_00113441

1 **c. JLI Used Viral Marketing Techniques Known to Reach**
2 **Young People.**

3 314. JLI deployed “viral marketing” techniques to great success. Viral marketing is
4 defined as “marketing techniques that seek to exploit pre-existing social networks to produce
5 exponential increases in brand awareness, through processes similar to the spread of an
6 epidemic.”³⁵¹ Viral marketing effectively converts customers into salespeople, who, by sharing
7 their use of a product (on social media or otherwise), repeat a company’s representations and
8 endorse the product within their network. The success of viral marketing depends on peer-to-
9 peer transmission. Hence, a successful viral marketing campaign looks like a series of unrelated,
10 grassroots communications, when in fact they are the result of carefully orchestrated corporate
11 advertising campaigns.

12 315. Social media platforms are the most effective way to launch viral marketing
13 campaigns among young people. As of May 2018, among teenagers, 95% reported use of a
14 smart phone, 85% use YouTube, 72% use Instagram, and 45% reported being online
15 “constantly.”³⁵²

16 316. A key feature of JLI’s viral marketing campaign was inviting user-generated
17 content. This strategy revolves around prompting social media followers to provide their own
18 JUUL-related content—e.g., post a selfie in your favorite place to use JUUL. The response
19 provided by a user is then typically distributed—by the social media platform employed—into
20 the user’s personal network. In this way, brands can infiltrate online communities with
21 personalized content that promotes their product (e.g. a picture of a friend using a JUUL e-
22 cigarette at the beach). Within a few months of the JLI’s commercial release in June 2015, a
23 former JLI executive reportedly told the New York Times that JLI “quickly realized that
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25 ³⁵¹ N. Deepa et al., *Viral Marketing as an On-Line Marketing Medium*, IOSR J. of Bus. And
26 Management 18, <http://www.iosrjournals.org/iosr-jbm/papers/ncibppte-volume-2/1115.pdf>; P.
27 R. Datta, D. N. Chowdhury & B.R. Chakraborty, *Viral Marketing: New Form of Word-of-*
Mouth Through Internet, 3 The Business Review 69 (2005).

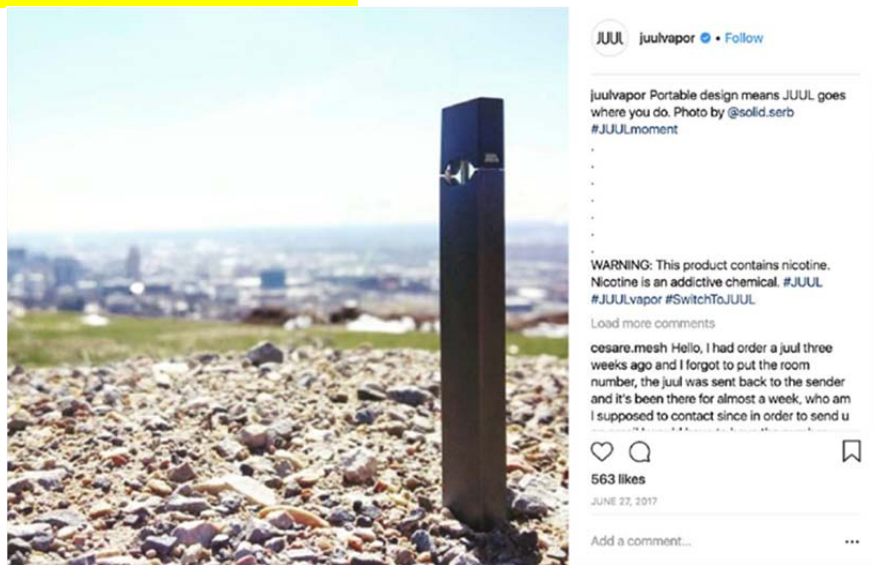
28 ³⁵² Monica Anderson And Jingjing Jiang, *Teens, Social Media & Technology 2018: Appendix*
A: Detailed Tables (May 31, 2018), [https://www.pewresearch.org/internet/2018/05/31/teens-
technology-appendix-a-detailed-tables/](https://www.pewresearch.org/internet/2018/05/31/teens-technology-appendix-a-detailed-tables/)

1 teenagers were, in fact, using [JUULs] because they posted images of themselves vaping JUULs
2 on social media.”³⁵³

3 317. To drive consumer participation in its ad campaign, JLI peppered its advertising
4 and social media posts with hashtags, including those referencing JLI and consuming e-
5 cigarettes (e.g., #juul, #juulvapor, #switchtojuul, #vaporized, #juulnation, #juullife,
6 #juulmoment); and trending topics unrelated to JUUL, as well as topics #mothersday,
7 #goldenglobes, #nyc, etc. [REDACTED]

8 [REDACTED]
9 [REDACTED]

10 [REDACTED]³⁵⁴



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20 318. JUUL users began taking photos of themselves using JUUL devices and putting
21 them on social media with the hashtag #juul. They were creating JUUL content that looked and
22 felt like real JUUL ads: featuring young people having fun and using JUUL. The flavor-based
23 hashtag campaigns #MangoMonday and #coolmint generated hundreds of thousands of user-
24 generated posts.

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27 ³⁵³ Matt Richtel & Sheila Kaplan, *Did Juul Lure Teenagers and Get 'Customers for Life'?*,
28 N.Y. Times (Aug. 27, 2018), <https://www.nytimes.com/2018/08/27/science/juul-vaping-teen-marketing.html>.

³⁵⁴ INREJUUL_00093294

1 319. JLI could have stepped in and attempted to stop the use of its trademark in posts
2 directed to underage audiences, including the use of all the hashtags that contain the word
3 “JUUL.” It could have sought to shut down infringing accounts such as @doit4juul and
4 @JUULgirls. It did not do so.

5 **5. JLI Targeted Youth Retail Locations.**

6 320. Studies show that tobacco use is associated with exposure to retail advertising
7 and relative ease of in-store access to tobacco products. Some studies have shown that youth
8 who were frequently exposed to point of sale tobacco marketing were twice as likely to try or
9 initiate smoking than those who were not as frequently exposed.

10 321. For years, JLI made it difficult for smoke shops and other age-restricted stores to
11 carry its products, instead directing its product to gas stations and convenience stores, which
12 historically make the most underage sales. JLI knows that nicotine-naïve young people frequent
13 gas stations and convenience stores rather than smoke shops. By distributing in those kinds of
14 stores, JUUL increased the likelihood that these people would purchase its product.

15 322. JLI marketed its products extensively in convenience stores, employing video
16 and product displays with bright colors and young adults using and displaying the JUUL device.
17 The retail marketing worked and, by late 2017, JUUL became the most popular e-cigarette sold
18 in convenience stores according to Nielsen data.³⁵⁵

19 323. Like all in-store cigarette advertising, JLI’s point-of-sale materials played a
20 major role in driving youth addiction. JLI actively encouraged youth to seek out these laxly
21 regulated retail locations, sending marketing e-mails to hundreds of thousands of customers,
22 referring them to the JUUL store locator and offering discounts. And JLI actively encouraged its
23 retailers to leniently regulate sales to youth by providing profit margins that far exceeded any
24 other tobacco product being sold.

25 324. Before JUUL’s launch in 2015, JLI and Cult Collective developed packaging and
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27 ³⁵⁵ Laura Bach, *JUUL and Youth: Rising E-Cigarette Popularity*, Campaign for Tobacco-Free
28 Kids (July 6, 2018), http://www.kdheks.gov/tobacco/download/Campaign_for_tobacco-free_kids_rising_popularity_of_e-cigarettes.pdf

1 in-store displays that looked similar to iPhone packaging, which JLI knew would resonate with
2 young people and further JLI's campaign to be the "the iPhone of e-cigarettes."

3 325. [REDACTED]

5 [REDACTED] 356



15 **6. JLI Hosted Parties to Create a Youthful Brand and Gave Away Free**
16 **Products to Get New Consumers Hooked.**

17 326. JLI also sponsored at least twenty-five live social events for its products in
18 California, Florida, New York, and Nevada. The invitations to JUUL's events did not indicate
19 that the JUUL was intended for cigarette smokers, contained nicotine, or was addictive.³⁵⁷
20 Instead, the invitations traded on PAX Lab, Inc.'s (PAX) reputation as a manufacturer of
21 marijuana vaporizers and promised attendees "free #JUUL starter kit[s]," live music, or slumber
22 parties.³⁵⁸ Photographs from these events indicate that they drew a youthful crowd. Product
23 promotion through sponsored events was a long-standing practice for cigarette companies, but is
24 now prohibited.

27 ³⁵⁶ INREJUUL_00370796-INREJUUL_00370806, 805

28 ³⁵⁷ See Appendix B, Advertisements 78-81.

³⁵⁸ *Id.*

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Twitter



CONFIDENTIAL

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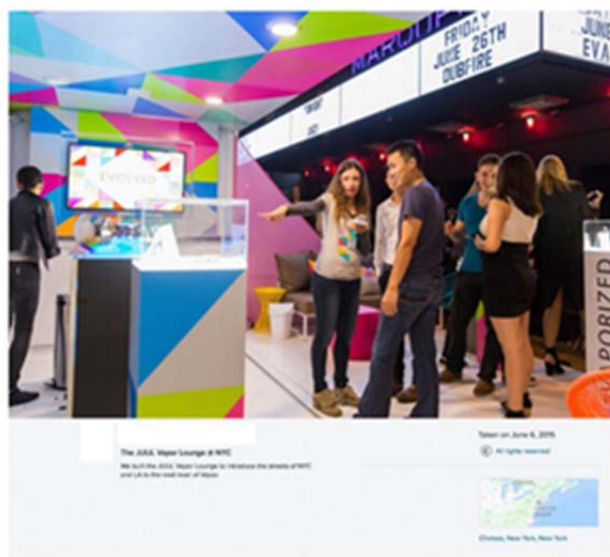
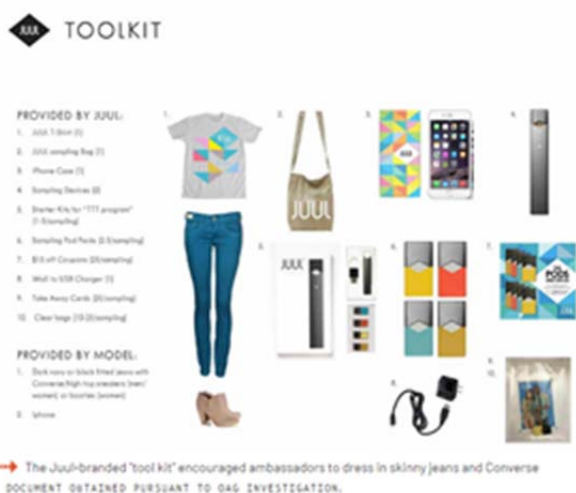


327. At these live social events, JLI gave attendees free JUUL “Starter Kits,” which contain a JUUL device and 4 JUUL pods of various flavors. JLI gave away samples at music events without age restrictions, including Outside Lands in San Francisco’s Golden Gate Park.

328. Giving away free samples is prohibited conduct for a cigarette company under the Master Settlement Agreement.

329. JLI also held sampling events in stores. [REDACTED]

[REDACTED]³⁵⁹ Documents obtained by the New York Attorney General show that JLI recruited young “brand ambassadors” to staff these events and required a dress code that included skinny jeans, high-top sneakers or booties, and an iPhone in a JUUL-branded case.³⁶⁰



330. Though JLI publicly acknowledged in October 2017 that it is unlawful to distribute free samples of its products at live events,³⁶¹ it continued to reach out to new users by

³⁵⁹ INREJUUL_00160394

³⁶⁰ Jake Offenhartz, *Juul Hooked Teens Through Sick Parties and Hip Ambassadors, NY AG Says*, Gothamist (Nov. 19, 2019 2:02 PM), <https://gothamist.com/news/juul-hooked-teens-through-sick-parties-and-hip-ambassadors-ny-ag-says>; Kathleen Chaykowski, *The Disturbing Focus of Juul’s Early Marketing Campaigns*, Forbes (Nov. 16, 2018 2:38 PM), <https://www.forbes.com/sites/kathleenchaykowski/2018/11/16/the-disturbing-focus-of-juuls-early-marketing-campaigns/#3da1e11b14f9>

³⁶¹ See Nik Davis (@bigbabynik), Twitter (Nov. 17, 2017 1:11 PM), <https://twitter.com/JLIVapor/status/931630885887266816>; Robert K. Jackler, *The Role of the Company in the Juul Teen Epidemic*, Testimony for the House Subcommittee on Economic and Consumer Policy (Jul. 24, 2019),

1 offering samples, sometimes at \$1 “demo events.” Like so many of JLI’s initiatives, promotions
2 of this kind are prohibited for cigarette companies by the Master Settlement Agreement.

3 331. The effect—and purpose—of JLI’s Vaporized giveaways was to flood major
4 cities with products that would hook thousands of new users, and to generate buzz for the brand
5 among urban trendsetters who would then spread JLI’s message to their friends via word of
6 mouth and social media.

7 332. According to BeCore, one of the firms responsible for designing and
8 implementing JLI’s live events, JLI distributed the nicotine-equivalent of approximately
9 500,000 packs of cigarettes at all twenty-five events.³⁶² And this was just to get people started.

10 **7. The Management Defendants’ Direction and Participation in the**
11 **Youth Marketing Schemes.**

12 **a. The Management Defendants, and in particular Bowen,**
13 **Monsees, Pritzker, Huh, and Valani, oversaw the youth**
14 **marketing scheme.**

15 333. The Management Defendants were well aware that JUUL branding was oriented
16 toward teens and duplicated earlier efforts by the cigarette industry to hook children on nicotine.
17 The Management Defendants directed and approved JUUL branding to be oriented toward
18 teenagers. [REDACTED]

19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]

24 <https://docs.house.gov/meetings/GO/GO05/20190724/109844/HHRG-116-GO05-Wstate-JacklerR-20190724.pdf>

25 ³⁶² Robert K. Jackler et al., *JUUL Advertising Over Its First Three Years on the Market*,
26 Stanford Research Into the Impact of Tobacco Advertising (Jan. 31, 2019),
27 http://tobacco.stanford.edu/tobacco_main/publications/JUUL_Marketing_Stanford.pdf. at 9

28 ³⁶³ *Examining JLI’s Role in the Youth Nicotine Epidemic: Part II: Hearing Before the*
Subcommittee on Economic and Consumer Policy of the Committee on Oversight and Reform,
House of Representatives, 116th Cong. 70 (2019) (statement of James Monsees, CPO, JLI Labs)

1 334. After launch, executives and directors discussed whether to rein in the
2 advertising to teenagers. [REDACTED]

3 [REDACTED] ³⁶⁴ [REDACTED]

4 [REDACTED]
5 [REDACTED] ³⁶⁵ [REDACTED]

6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]

10 [REDACTED] ³⁶⁶ [REDACTED]

11 [REDACTED]
12 [REDACTED] ³⁶⁷ [REDACTED]

13 [REDACTED]
14 [REDACTED]
15 [REDACTED]

16 [REDACTED] ³⁶⁸ [REDACTED]

17 [REDACTED]
18 [REDACTED]

19 [REDACTED] ³⁶⁹ [REDACTED]

20 335. But some company leaders, including Huh, opposed any actions to curb youth
21 sales. Youth sales were a large potential source of revenue.³⁷⁰ As one manager explained,
22 perhaps “people internally had an issue” with sales of JUULs to teenagers, “[b]ut a lot of people
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24 ³⁶⁴ JLI00206239.

25 ³⁶⁵ JLI00214617.

26 ³⁶⁶ JLI00214617.

27 ³⁶⁷ JLI00214617.

28 ³⁶⁸ JLI00214617.

³⁶⁹ JLI00214617.

³⁷⁰ Chris Kirkham, *Juul Disregarded Early Evidence it was Hooking Teens*, Reuters (Nov. 5, 2019, 11:00 AM GMT), <https://www.reuters.com/investigates/special-report/juul-ecigarette/>.

1 had no problem with 500 percent year-over-year growth.”³⁷¹ And company leaders understood
2 that teenagers who were hooked on nicotine were the most likely segment to become lifelong
3 addicts and thus were the most profitable customers to target.³⁷²

4 336. In October 2015, JLI leadership resolved the debate in favor of selling to teens.

5 [REDACTED]
6 [REDACTED]

7 [REDACTED] ³⁷³

8 337. [REDACTED]

9 [REDACTED]
10 [REDACTED]

11 [REDACTED] ³⁷⁴

12 [REDACTED]
13 [REDACTED] ³⁷⁵

14 [REDACTED] ³⁷⁶ Pax Labs modified the
15 age verification system so that 92% of users were able to pass the age gate.³⁷⁷ By changing the
16 age verification process so that users were more likely to pass— [REDACTED]

17 [REDACTED]—Pax Labs deliberately chose to
18 continue selling to underage purchasers.

19 338. [REDACTED]

20 [REDACTED]
21 [REDACTED]

22 ³⁷¹ *Id.*

23 ³⁷² *Id.*

24 ³⁷³ The Vaporized advertising campaign continued at least into early 2016. Robert K. Jackler et
25 al., *JUUL Advertising Over Its First Three Years on the Market*, Stanford Research Into the
26 Impact of Tobacco Advertising (Jan. 31, 2019),
http://tobacco.stanford.edu/tobacco_main/publications/JUUL_Marketing_Stanford.pdf at 7.

27 ³⁷⁴ INREJUUL_00276445.

28 ³⁷⁵ Native attachment to INREJUUL_00078494.

³⁷⁶ JLI00068428.

³⁷⁷ Kate Horowitz’s LinkedIn profile (last visited March 9, 2020),
<https://www.linkedin.com/in/k8horowitz>

1 [REDACTED]
2 [REDACTED]³⁷⁸ But JLI did not run this
3 campaign then and in fact did not begin focusing its advertising on switching from combustible
4 cigarettes until 2018.³⁷⁹

5 339. By March 2016, however, JLI employees internally recognized that JLI's efforts
6 to market to children were too obvious. [REDACTED]

7 [REDACTED]
8 [REDACTED]³⁸⁰

9 [REDACTED]
10 [REDACTED]³⁸¹

11 [REDACTED]
12 [REDACTED]³⁸²

13 [REDACTED]
14 [REDACTED]³⁸³

15 [REDACTED]
16 [REDACTED]
17 [REDACTED]³⁸⁴ Around this time, Pax Labs reoriented its JUUL advertising from the

18 explicitly youth-oriented Vaporized campaign to a more subtle approach to appeal to the young.
19 The advertising's key themes continued to include pleasure/relaxation, socialization/romance,

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23 ³⁷⁸ JLI00214617.
24 ³⁷⁹ Robert K. Jackler et al., *JUUL Advertising Over Its First Three Years on the Market*,
25 Stanford Research Into the Impact of Tobacco Advertising (Jan. 31, 2019),
http://tobacco.stanford.edu/tobacco_main/publications/JUUL_Marketing_Stanford.pdf at 16.
26 ³⁸⁰ INREJUUL_00178377.
27 ³⁸¹ INREJUUL_00061469.
28 ³⁸² INREJUUL_00178379.
³⁸³ INREJUUL_00178384.
³⁸⁴ INREJUUL_00061274.

1 and flavors³⁸⁵—all of which still appealed to teenagers.

2 340. The Management Defendants continued to direct and approve misleading
3 marketing campaigns long after launch. For example, JLI deceptively marketed mint to youth,
4 through flavor-driven advertising, hashtag campaigns, and ads cross-promoting mango and
5 mint. Through their positions on the JLI Board of Directors, the Management Defendants were
6 directly responsible for this marketing, as they had “final say” over all of JLI’s marketing
7 activities.³⁸⁶ In other words, JLI and the Management Defendants controlled the messaging
8 around JUUL products.

9 341. Notably, none of JLI’s early advertisements, including those of the “Vaporized”
10 campaign and others targeted to youths, disclosed that JUUL contains high amounts of nicotine;
11 indeed, many of those advertisements did not advertise JUUL’s nicotine content whatsoever.

12 342. Likewise, none of JLI’s advertisements, including those of the “Vaporized”
13 campaign and others targeted to youths, disclosed the health risks from consuming JUUL
14 products.

15 343. JLI and the Management Defendants knew of course that JUUL contained an
16 ultra-high concentration of nicotine, and that ultra-high concentration of nicotine was designed
17 to addict. They also knew that e-cigarette products, including JUUL, would expose users to
18 increased health risks, including risks to their lungs and cardiovascular system. Despite that
19 knowledge, JLI and the Management Defendants took affirmative actions, the natural
20 consequence of which was the approval and transmission of these false and misleading
21 advertisements that did not include a disclosure of JUUL’s high nicotine content and
22 concentration, nor any health risks at all.

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25 ³⁸⁵ Robert K. Jackler et al., *JUUL Advertising Over Its First Three Years on the Market*,
Stanford Research Into the Impact of Tobacco Advertising (Jan. 31, 2019),
26 http://tobacco.stanford.edu/tobacco_main/publications/JUUL_Marketing_Stanford.pdf at 9.

27 ³⁸⁶ *Examining JLI’s Role in the Youth Nicotine Epidemic: Part II: Hearing Before the*
Subcommittee on Economic and Consumer Policy of the Committee on Oversight and Reform,
28 *House of Representatives*, 116th Cong. 70 (2019) (statement of James Monsees, CPO, JLI
Labs).

b. Pritzker, Huh, and Valani Were Able to Direct and Participate in the Youth Marketing Because They Seized Control of the JLI Board of Directors.

344. Although Defendants Bowen and Monsees were the visionaries behind JLI and the most hands-on in its early stages, by the time JLI was pushing its marketing campaigns in early-to mid-2015, JLI (through the individuals running the company), Bowen, Monsees, Pritzker, Huh, and Valani were each intimately involved in the planning and execution of activities.

345. For example, [REDACTED]

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346. But the Management Defendants at this point were taking actions that went beyond the regular and legitimate business operations of JLI. At the same time [REDACTED]

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347. And at the same time the Management Defendants had approved the early JLI marketing campaigns that were intentionally targeting youth, the Management Defendants were planning a fundamental shift in roles to allow Defendants Pritzker, Huh, and Valani to take charge of the instrumentalities of JLI, including its employees and resources.

348. Specifically, in October 2015, Monsees stepped down from his role as Chief Executive Officer of JLI (to become Chief Product Officer) and, in his stead, Pritzker, Huh, and Valani formed an Executive Committee of the JLI Board of Directors that would take charge of

³⁸⁷ INREJUUL_00056077 [Confidential].

³⁸⁸ *Id.*

1 fraudulently marketing JUUL products, including to youth. The Management Defendants, and
2 in particular Huh, wanted to continue their fraudulent marketing, knowing that these ads were
3 also targeted to youth, “argu[ing] that the company couldn’t be blamed for youth nicotine
4 addiction.”³⁸⁹

5 349. JLI’s organizational charts later reflected the executive committee in the place of
6 a CEO. [REDACTED]

7 [REDACTED]³⁹⁰

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9 350. [REDACTED]

10 [REDACTED]³⁹¹

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

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27 ³⁸⁹ Chris Kirkham, *Juul Disregarded Early Evidence it was Hooking Teens*, Reuters (Nov. 5,
2019, 11:00 AM), <https://www.reuters.com/investigates/special-report/juul-ecigarette/>

28 ³⁹⁰ See INREJUUL_00016456 ([REDACTED]).

³⁹¹ INREJUUL_00278332 ([REDACTED]); INREJUUL_00061420 ([REDACTED]).

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[REDACTED]³⁹²
[REDACTED]³⁹³ Also, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]³⁹⁴ Additionally, [REDACTED]
[REDACTED]³⁹⁵ [REDACTED]
[REDACTED]

352. Similarly, [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]³⁹⁶

353. Over the next year, until the installation of a new CEO in August 2016, Defendants Pritzker, Huh, and Valani used their newly formed Executive Committee to expand the number of addicted e-cigarette users through fraudulent advertising and representations to the public. They cleaned house at JLI by “dismiss[ing] other senior leaders and effectively tak[ing] over the company.”³⁹⁷ [REDACTED]

[REDACTED]³⁹⁸ Despite any potential internal misgivings about their fraudulent conduct, notably, none of Management Defendants terminated their relationship with

³⁹² See INREJUUL_00278406 *et seq.* ([REDACTED]); INREJUUL_00278410 *et seq.* ([REDACTED]).

³⁹³ See INREJUUL_00278404 *et seq.* ([REDACTED]); INREJUUL_00278402 *et seq.* ([REDACTED]).

³⁹⁴ INREJUUL_00278405 ([REDACTED]).

³⁹⁵ INREJUUL_00278405 ([REDACTED]).

³⁹⁶ INREJUUL_00061856.

³⁹⁷ Julie Creswell & Sheila Kaplan, *How Juul Hooked a Generation on Nicotine*, N.Y. Times (Nov. 24, 2019), <https://www.nytimes.com/2019/11/23/health/juul-vaping-crisis.html>

³⁹⁸ INREJUUL_00278359.

1 JLI during this time period.

2 **8. JLI and the Management Defendants Knew Their Efforts Were**
3 **Wildly Successful in Building a Youth Market and Took**
4 **Coordinated Action to Ensure That Youth Could Purchase JUUL**
5 **Products.**

6 **a. JLI’s Strategy Worked.**

7 354. The Management Defendants knew that the JUUL marketing campaigns they
8 directed and approved were successful in targeting youth. As Reuters has reported, “the first
9 signs that JUUL had a strong appeal to young people came almost immediately after the sleek
10 device went on sale in 2015 Employees started fielding calls from teenagers asking where
11 they could buy more JUULs, along with the cartridge-like disposable ‘pods’ that contain the
12 liquid nicotine.”³⁹⁹ A former senior manager told the New York Times that “[s]ome people
13 bought more JLI kits on the company’s website than they could individually use—sometimes 10
14 or more devices.” He added that “[f]irst, they just knew it was being bought for resale,” but later
15 “when they saw the social media, in fall and winter of 2015, they suspected it was teens.”⁴⁰⁰
16 Adam Bowen admitted that “he was aware early on of the risks e-cigarettes posed to
17 teenagers[.]”⁴⁰¹ [REDACTED]

18 [REDACTED]
19 [REDACTED]
20 [REDACTED]⁴⁰² It was common knowledge within JLI that
21 JUULs were being sold to children.

22 355. After the Vaporized campaign, retail stores began selling out of JUUL products,
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24 ³⁹⁹ Chris Kirkham, *Juul Disregarded Early Evidence it was Hooking Teens*, Reuters (Nov. 5,
25 2019, 11:00 AM GMT), <https://www.reuters.com/investigates/special-report/juul-ecigarette/>.

26 ⁴⁰⁰ Matt Richtel and Sheila Kaplan, *Did Juul Lure Teenagers and Get ‘Customers for Life’?:*
27 *The e-cigarette company says it never sought teenage users, but the F.D.A. is investigating*
28 *whether Juul intentionally marketed its devices to youth*, NY Times (Aug. 27, 2018),
<https://www.nytimes.com/2018/08/27/science/juul-vaping-teen-marketing.html>

⁴⁰¹ *Id.*

⁴⁰² INREJUUL_00339938 (emphasis added).

1 and JLI had a difficult time trying to meet demand coming from its online ordering platform.

2 356. Furthermore, it was obvious to those outside the company that JLI was selling
3 JUUL products to children. In June 2015, reporting on the “Vaporized” campaign that
4 accompanied the JUUL launch, AdAge reported that John Schachter, director of state
5 communications for Campaign for Tobacco-Free Kids, “expressed concern about the JUUL
6 campaign because of the youth of the men and women depicted in the campaign, especially
7 when adjoined with the design” and added that there had been “obvious trends that appeal to
8 adolescents in e-cigarette campaigns^[.]”⁴⁰³ Robert Jackler, a Stanford physician who investigated
9 JLI’s launch campaign, concluded that “JLI’s launch campaign was patently youth-oriented.”⁴⁰⁴
10 JLI’s commercials’ attempts to appeal to teenagers were so obvious that, by October 2015,
11 Stephen Colbert ran a satirical segment on it that noted, among other things: “And it’s not just
12 ads featuring hip young triangles that appeal to the youths; so do vape flavors like cotton candy,
13 gummi bear, and skittles.”⁴⁰⁵

14 357. Moreover, the Management Defendants knew that kids were marketing JLI
15 products on social media, and some even sought to take advantage of that to build the JLI brand.

16 For example, [REDACTED]
17 [REDACTED]
18 [REDACTED]⁴⁰⁶ [REDACTED]
19 [REDACTED]⁴⁰⁷ [REDACTED]
20 [REDACTED]

22 ⁴⁰³ Declan Harty, *JUUL Hopes to Reinvent E-Cigarette Ads with ‘Vaporized Campaign’*,
23 AdAge (June 23, 2015), <http://adage.com/article/cmo-strategy/juul-hopes-reinvent-e-cigarette-ads-campaign/299142/>

24 ⁴⁰⁴ Erin Brodwin, *See how Juul turned teens into influencers and threw buzzy parties to fuel its*
25 *rise as Silicon Valley's favorite e-cig company*, Business Insider (Nov 26, 2018, 6:07 AM),
<https://www.businessinsider.com/stanford-juul-ads-photos-teens-e-cig-vaping-2018-11>

26 ⁴⁰⁵ The Late Show with Stephen Colbert, YOUTUBE (Oct. 7, 2015),
27 https://www.youtube.com/watch?v=PMtGca_7leM The “triangles” ad was a JUUL ad; the
28 listed flavors were not, but JUUL also had flavors that appealed to children.

⁴⁰⁶ JLI00382271.

⁴⁰⁷ JLI00382271.

b. JLI Closely Tracked Its Progress in Reaching Young Customers through Social Media and Online Marketing

358. Tracking the behaviours and preferences of youth that are under twenty-one, and especially those under eighteen, has long been essential to the successful marketing of tobacco products. Whether the activity is called “tracking” or “targeting,” the purpose has always been the same: getting young people to start smoking and keeping them as customers.

359. As early as 1953, Philip Morris was gathering survey data on the smoking habits of “a cross section of men and women 15 years of age and over.”⁴⁰⁸ Commenting on these data, George Weissman, then-Vice President of Philip Morris, observed that “we have our greatest strength in the 15-24 age group.”⁴⁰⁹

360. Traditional approaches to youth tracking (e.g., interviews conducted face-to-face or over the telephone) were limited, however, in that they often failed to capture data from certain subsets of the target market. As a Philip Morris employee noted in a June 12, 1970 memorandum, Marlboro smokers were “among the types of young people our survey misses of necessity (on campus college students, those in the military and those under 18 years of age).”⁴¹⁰

361. However, modern technology has removed many of the hurdles that made youth tracking difficult in decades past. With e-mail, social media and online forums, JLI can track, and has consistently tracked and monitored its target youth market, including those below the minimum legal age to purchase or use JUUL products.

362. Using the tools available to it, JLI would have known that its viral marketing program was a resounding success, and in particular with young people.

363. Between 2015 and 2017, JUUL-related posts on Twitter increased quadratically,

⁴⁰⁸ Philip Morris Vice President for Research and Development, *Why One Smokes, First Draft*, 1969, Autumn (Minnesota Trial)

⁴⁰⁹ *United States v. Philip Morris*, 449 F. Supp. 2d 1, 581 (D.D.C. 2006).

⁴¹⁰ *Id.* at 1007.

1 which is the exact result to be expected from an effective viral marketing campaign.⁴¹¹ Its
2 growth on Instagram was likely even more rapid.

3 364. A 2018 study of JLI's sales and presence on social media platforms found that
4 JLI grew nearly 700%, yet spent "no recorded money" in the first half of 2017 on major
5 advertising channels, and spent only \$20,000 on business-to-business advertising.⁴¹² Despite
6 JLI's apparently minimal advertising spend in 2017, the study found a significant increase in
7 JUUL-related tweets in 2017.⁴¹³

8 365. On Instagram, the study found seven JUUL-related accounts, including
9 DoIt4JUUL and JUUL.girls, which accounted for 4,230 total JUUL-related posts and had more
10 than 270,000 followers.⁴¹⁴

11 366. In addition to JUUL's explosive growth on individual social media platforms, the
12 study found JUUL products being marketed across platforms in an apparently coordinated
13 fashion, including smaller targeted campaigns and affiliate marketing, all of which caused the
14 authors to question whether JLI was paying for positive reviews and JUUL-related social media
15 content.

16 367. The lead author of the study concluded that JLI was "taking advantage" of the
17 reach and accessibility of multiple social media platforms to "target the youth and young adults
18 . . . because there are no restrictions," on social media advertising.⁴¹⁵

19 368. A separate study of e-cigarette advertising on mobile devices, where young
20 people spend most of their day consuming media, found that 74% of total advertising
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23 ⁴¹¹ See Brittany Emelle, et al., *Mobile Marketing of Electronic Cigarettes in the U.S.*, (May
24 2017), <https://www.slideshare.net/YTHorg/mobile-marketing-of-electronic-cigarettes>.

25 ⁴¹² Jidong Huang et al., *Vaping versus JUULing: how the extraordinary growth and marketing
26 of JUUL transformed the US retail e-cigarette market*, TOBACCO CONTROL (May 31,
27 2018), <http://tobaccocontrol.bmj.com/content/early/2018/05/31/tobaccocontrol-2018-0543>

28 ⁴¹³ *Id.*

⁴¹⁴ *Id.*

⁴¹⁵ Laura Kelley, *JUUL Sales Among Young People Fueled by Social Media, Says Study*, The
Washington Times (June 4, 2018), <https://www.washingtontimes.com/news/2018/jun/4/juul-sales-among-young-people-fueled-by-social-med/> (last visited June 4, 2018).

1 impressions were for JUUL products.⁴¹⁶

2 369. A 2019 study found that as much as half of JUUL’s Twitter followers were aged
3 thirteen to seventeen.⁴¹⁷

4 370. A 2019 study characterizing JUUL-related Instagram posts between March and
5 May 2018 found that among nearly 15,000 relevant posts from over 5,000 unique Instagram
6 accounts, more than half were related to youth or youth lifestyle.⁴¹⁸

7 371. Some Twitter users have reported what appear to be JUUL bots.⁴¹⁹ Other Twitter
8 users appear to either be bot accounts or native advertisers, in that they have a small number of
9 followers, follow few other users, and post exclusively about JUUL content.⁴²⁰

10 372. By April 2018, searching “JUUL” on YouTube yielded 137,000 videos with
11 forty-three videos having over 100,000 views.⁴²¹ Of these, a huge number were plainly related
12 to underage use, including: 1,730 videos on “hiding JUUL in school,” 789 on “JUUL in school
13 bathroom,” 992 on “hiding JUUL at home,” and 241 on “hiding JUUL in Sharpie.”⁴²²

14 373. In 2018, JLI was internally collecting hundreds of social media posts—directed
15 at JLI—informing it of JUUL’s wild popularity with young people and in many cases
16 requesting that JLI do something to stop it.⁴²³

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19 ⁴¹⁶ See Brittany Emelle, et al., *Mobile Marketing of Electronic Cigarettes in the U.S.*, (May
20 2017), <https://www.slideshare.net/YTHorg/mobile-marketing-of-electronic-cigarettes>

21 ⁴¹⁷ Steven Reinberg, *Study: Half of Juul's Twitter followers are teens, young adults*, United
22 Press International HealthDay News, (May 20, 2019, 5:31 PM)

23 https://www.upi.com/Health_News/2019/05/20/Study-Half-of-Juuls-Twitter-followers-are-teens-young-adults/1981558384957/

24 ⁴¹⁸ Lauren Czaplicki et al., *Characterizing JUUL-related posts on Instagram*, (August 1, 2019),
25 <https://tobaccocontrol.bmj.com/content/early/2019/07/30/tobaccocontrol-2018-054824>

26 ⁴¹⁹ One example of what appear to be JUUL bots in action on Twitter is available at:
27 <https://twitter.com/search?q=juul%20bot&src=typd>

28 ⁴²⁰ Henrythejuul (@henrythejuul), Twitter, (March 4, 2020, 9:35 am)
<https://twitter.com/henrythejuul>


⁴²¹ Divya Ramamurthi et al., *JUUL and Other Stealth Vaporizers: Hiding the Habit from Parents and Teachers*, *Tobacco Control* 2019,
<https://tobaccocontrol.bmj.com/content/tobaccocontrol/28/6/610.full.pdf>

⁴²² *Id.*

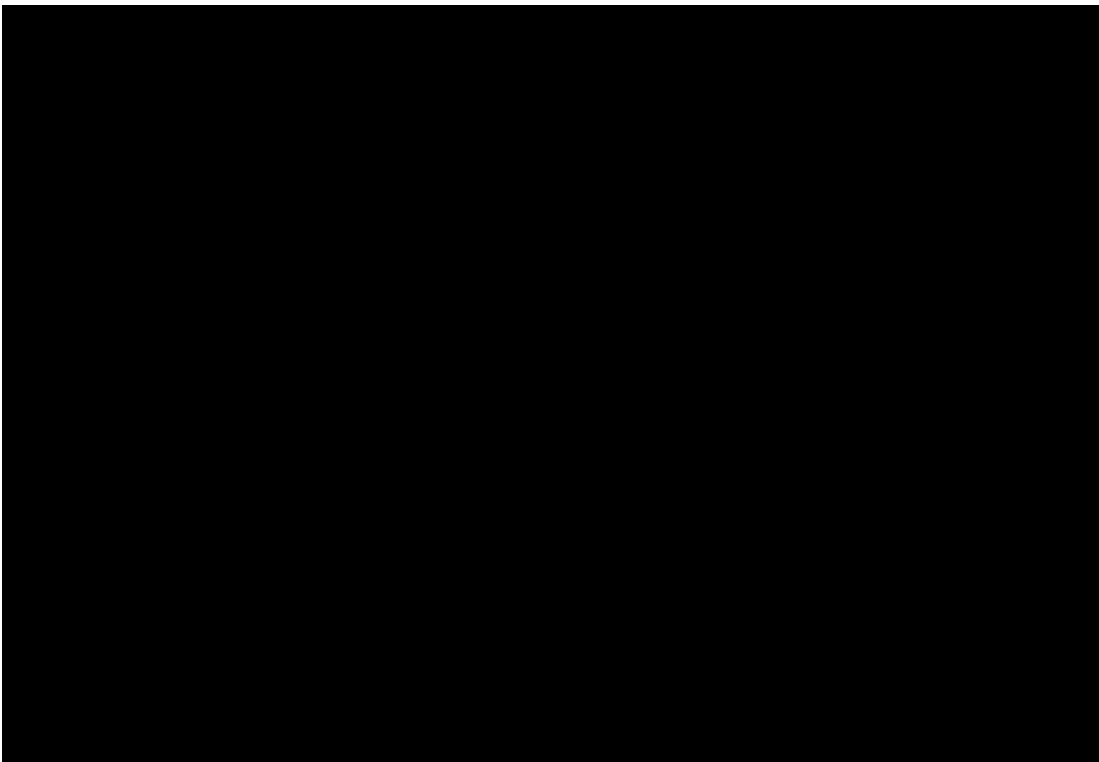
⁴²³ Complaint at 60, *People v. JUUL, et al.* CRT REPORTER, (Super. Ct. of Cal. 2019).

9. JLI Coordinates with Veratad Technologies To Expand Youth Access to JUUL Products.

374. At the same time JLI and the Management Defendants were taking coordinated actions to maintain and expand the number of nicotine-addicted e-cigarette users in order to ensure a steady and growing customer base through unlawful marketing and distribution activities, they were coordinating with an outside entity—Veratad Technologies LLC—to get JUULs into the hands of the largest number of consumers possible.

375. JLI’s website, including its online store, was pivotal to these efforts. 





376. JLI coordinated with Veratad to provide age verification services for its website

⁴²⁴ INREJUUL_00329660

1 from 2015 to 2018. Veratad has also provided age verification services to other e-cigarette
2 sellers, including Lorillard⁴²⁵ [REDACTED]⁴²⁶ Consistent with the claim on Veratad’s website that
3 “*You can create your own verification rules,*” the company encouraged sellers like JLI to set the
4 desired compliance level for age verification. As a member of a major e-cigarette trade
5 organization, Veratad also offered insight into what competitors were doing, and offered to
6 “guide your setup to follow industry best practices for age verification.”

7 377. Though it is illegal to sell and ship e-cigarettes to minors under both state and
8 federal law, JLI and Veratad designed and implemented an age verification system designed to
9 maximize the number of prospective purchasers who “pass” the process rather than to minimize
10 the number of underage sales.⁴²⁷ As a result of these intentionally permissive age verification
11 practices, JLI and Veratad used online payment systems and the US mails to ship tens of
12 millions of dollars of JUULpods to unverified customers, many of whom were minors.

13 378. From June 2015 through the end of 2018, the age verification process on JLI’s
14 website typically prompted prospective purchasers to submit their name, address, and date of
15 birth, which JLI forwarded to Veratad. Veratad then attempted to match all or some limited part
16 of the consumer’s information to a person of the minimum legal sales age in its database. If
17 Veratad was able to locate a sufficient match of the prospective purchaser to a person of the
18 minimum legal sales age in its database, then it would return a “pass” result to JLI. If Veratad
19 was unable to make such a match, Veratad returned a “fail” result to JLI.

20 379. If Veratad returned a “fail” result to JLI, rather than decline the prospective
21 purchaser, JLI would prompt the person to enter an “alternate” address. If Veratad still could not
22 find a match based on this alternate address, JLI would prompt the consumer to enter the last
23 four digits of his or her social security number.

24 380. If Veratad, supplied with the last four digits of a consumer’s social security
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26 ⁴²⁵ Sen. Richard Durbin, *et al.*, *Gateway to Addiction?* (April 14, 2014), *available at*
27 <https://www.durbin.senate.gov/imo/media/doc/Report%20-%20E-Cigarettes%20with%20Cover.pdf>

28 ⁴²⁶ INREJUUL_00174362.

⁴²⁷ Complaint at 165, *People v. JUUL, et al. CRT REPORTER*, (Super. Ct. of Cal. 2019)

1 number, still could not match the consumer to a person of the minimum legal sales age in its
2 database, JLI would prompt the consumer to upload an image or photograph of his or her
3 driver's license or another governmental identification document. A JLI employee would then
4 conduct a personal review of the image and decide whether the consumer was of the minimum
5 legal sales age.

6 381. Crucially, Veratad's age verification system was purposefully flexible, so JLI
7 and Veratad could work together to decide just how closely a prospective purchaser's personal
8 information had to match records in Veratad's database in order to "pass" the age verification
9 process. JLI and Veratad could also set, or modify, the applicable minimum legal sales age to be
10 used for verification.

11 382. By the fall of 2015, JLI and Veratad knew that bulk purchases were being made
12 for resale on JLI's website by minors and for resale to minors.⁴²⁸ Nevertheless, [REDACTED]

13 [REDACTED]
14 [REDACTED]⁴²⁹ JLI repeatedly sought, and Veratad repeatedly recommended and directed,
15 changes to the age verification process so that more prospective JUUL purchasers would "pass."
16 Both did so in an effort to increase direct sales of JLI's e-cigarettes without regard to whether its
17 less stringent age verification process would permit more underage consumers to purchase
18 them.

19 383. Between June 2015 and August 2017 (and perhaps even through early 2018), JLI
20 and Veratad tailored the age verification system to "pass" prospective purchasers even if certain
21 portions of the purchaser's personal information—e.g., the purchaser's street address or date of
22 birth—did not match the information corresponding to a person of the minimum legal sales age
23 in Veratad's database.⁴³⁰

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25 ⁴²⁸ Matt Richtel and Sheila Kaplan, *Did Juul Lure Teenagers and Get 'Customers for Life'?:*
26 *The e-cigarette company says it never sought teenage users, but the F.D.A. is investigating*
27 *whether Juul intentionally marketed its devices to youth*, NY Times (Aug. 27, 2018),
<https://www.nytimes.com/2018/08/27/science/juul-vaping-teen-marketing.html>

28 ⁴²⁹ INREJUUL_00276489-INREJUUL_00276490

⁴³⁰ Complaint at 43, *People v. JUUL, et al.* CRT REPORTER, (Super. Ct. of Cal. 2019). A
January 29, 2018 email exchange between Tom Canfarotta, Director of Strategic Accounts &

1 384. Similarly, between June 2015 and August 2017, JLI and Veratad tailored the
2 system to “pass” a prospective purchaser under certain circumstances even when the
3 prospective purchaser’s year of birth did not match the information corresponding to a person of
4 the minimum legal sales age in Veratad’s database.

5 385. JLI and Veratad sought to increase “pass” rates by modifying the age verification
6 system to allow users multiple opportunities to change their personal information if a match was
7 not initially found in an appropriate government database. A Veratad Performance Report from
8 August 5, 2017 shows that, for 1,963 consumers Veratad recorded 3,794 transactions—an
9 average of 1.93 attempts per consumer.⁴³¹ Only 966 consumers—less than half—passed age
10 verification on the first attempt.⁴³² By allowing consumers to alter their personal information
11 and attempt age verification up to three times, JLI was able to increase its database match pass
12 rate from 49.2% to 61.2%.⁴³³

13 386. [REDACTED]

[REDACTED]

17 ⁴³⁴

22 Client Quality Services at Veratad, and Annie Kennedy, JUUL’s Compliance Manager, reveals
23 this to have been the case. Kennedy asked Canfarotta why a particular customer had “passed
24 via the address step (public record check)...but we’ve since learned that is not a correct
25 address—so we’re curious as to how it passed.” In response, Canfarotta wrote, “Your current
26 rule set does not require a full address match.” He went on to explain that approval of the
customer was not an anomaly or a mistake; instead, Veratad’s age verification system was
working exactly the way it was designed.

27 ⁴³¹ *Id.*

28 ⁴³² *Id.*

⁴³³ *Id.*

⁴³⁴ INREJUUL_00184119.

1 388. [REDACTED]

2 [REDACTED]⁴³⁵ Customer

3 service representatives would go so far as to alter identifying information for them; a Slack chat
4 among customer service representatives confirmed that representatives were authorized to
5 “adjust the street address, apartment number, or zip code” associated with shipment.⁴³⁶

6 389. The age verification procedures designed by JLI and Veratad have allowed
7 hundreds of thousands of e-cigarette products to be sold and/or delivered to fictitious
8 individuals at fictitious addresses.⁴³⁷ Many of these improper sales may have been made to
9 underage purchasers or to resellers who sold the products to underage consumers on the grey
10 market.⁴³⁸

11 390. By divorcing the address from the other customer data in the age verification
12 process, JLI and Veratad allowed consumers to request that tobacco products be sent to
13 locations other than their permanent legal residences.⁴³⁹ For example, JUUL sent thousands of
14 orders to commercial high rises and office parks.⁴⁴⁰ It is unlikely these orders would have been
15 approved had JUUL and Veratad required that addresses provided by users match information
16 in an appropriate government database and followed the requirement that the shipping address
17 and billing address be the same.⁴⁴¹

18 391. The failure of the JLI/Veratad age verification procedure was intentional.⁴⁴² And
19 despite JLI and Veratad’s concerted effort to enable the sale of federally regulated tobacco
20 products to minors, [REDACTED]

21 [REDACTED]

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24 ⁴³⁵ INREJUUL_00215324-INREJUUL_00215325

25 ⁴³⁶ Complaint at 169, People v. JUUL, et al. CRT REPORTER, (Super. Ct. of Cal. 2019)

26 ⁴³⁷ Complaint at 138, People v. JUUL, et al. CRT REPORTER, (Super. Ct. of Cal. 2019)

27 ⁴³⁸ *Id.*

28 ⁴³⁹ Complaint at 146, People v. JUUL, et al. CRT REPORTER, (Super. Ct. of Cal. 2019)

⁴⁴⁰ Complaint at 147, People v. JUUL, et al. CRT REPORTER, (Super. Ct. of Cal. 2019)

⁴⁴¹ *Id.*

⁴⁴² Complaint at 173, People v. JUUL, et al. CRT REPORTER, (Super. Ct. of Cal. 2019)

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[REDACTED]

[REDACTED] 443 [REDACTED]

[REDACTED] 444

[REDACTED] In August 2017, JLI responded to public scrutiny by publicly stating that it would increase the purchase age on its website to 21+ by August 23, 2017. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

⁴⁴³ INREJUUL00178123-24.

⁴⁴⁴ INREJUUL_00264882-84.

Sunday Savings

1 message

JUUL <hello@juulvapor.com>
Reply-To: JUUL <hello@juulvapor.com>
To:

Sun, Aug 20, 2017 at 7:48 PM

Experience the easiest way to enjoy JUUL and save 15% on each and every purchase.

JUUL

Save 15% Today

SAVE NOW



Try Auto-Ship for free shipping and 15% savings on each and every JUUL order.



Save Money

Enjoy 15% savings on JUULpods.



Free Delivery

JUULpods delivered to your door every month.



Cancel Anytime

No contracts. No stress.



mango



cool mint



virginia tobacco



fruit medley



lime breeze

5 Great Flavors To Choose From
SHOP JUULPODS >

Changes to JUUL Minimum Age Policy

Starting this Wednesday 8/23/17, the minimum age to purchase products on JUULvapor.com will be 21 +. Existing age-verified Auto-Ship subscribers will not be impacted by this change.

Need Help?

Contact JUUL Support
Live support is available everyday, 8am-10pm PT.



JUUL @JUULvapor · 28 Jul 2017
#ICYMI: Mango is now in Auto-ship! Get the #JUULpod flavor you love delivered & save 15%. Sign up today: bit.ly/2su3cXJ



5 19

1 393. Further underscoring their common purpose of growing the e-cigarette market,
2 even if that meant selling to youth, JLI and Veratad did not require that the year of birth and last
3 four digits of the social security number match exactly the information corresponding to a
4 person of the minimum legal sales age in Veratad’s database until August 2018.

5 [REDACTED]
6 [REDACTED]
7 395. Not only did JLI and Veratad’s efforts result in more sales to minors, it also
8 allowed JLI to build a marketing email list that included minors—a data set that would prove
9 highly valuable to Altria.

10 396. In the summer of 2017, JLI engaged a company called Tower Data to determine
11 the ages of the persons associated with email addresses on its email marketing list. According to
12 this analysis, approximately 269,000 email addresses on JLI’s email marketing list were not
13 associated with a record of an individual who had “passed” JLI’s age verification process.⁴⁴⁵
14 Additionally, approximately 40,000 email addresses on JLI’s email marketing list were
15 associated with records of individuals who had “failed” JLI’s own age verification process.⁴⁴⁶
16 Tower Data informed JLI that 83% of the approximately 420,000 email addresses on JLI’s
17 marketing list could not be matched with the record of an individual at least eighteen years of
18 age.⁴⁴⁷

19 397. Despite knowing that their marketing list included minors, JLI continued to use
20 that marketing list to sell JUUL products, and then shared that list with Altria to use for its
21 marketing purposes.

22 398. JLI and the Management Defendants knew, however, that it was not enough to
23

24 ⁴⁴⁵ Complaint at 121, *Commonwealth of Massachusetts v. Juul Labs Inc.*, (Mass. Super. Ct.
25 Feb. 12, 2020), in the Business Litigation Session of Suffolk County Superior Court,
26 <https://www.mass.gov/doc/juul-complaint/download>; Janice Tan logo, *E-cigarette firm JUUL*
27 *sued for using programmatic buying to target adolescents* (Feb. 14, 2020),
28 [https://www.marketing-interactive.com/e-cigarette-firm-juul-sued-for-using-programmatic-](https://www.marketing-interactive.com/e-cigarette-firm-juul-sued-for-using-programmatic-buying-to-target-adolescents)
[buying-to-target-adolescents](https://www.marketing-interactive.com/e-cigarette-firm-juul-sued-for-using-programmatic-buying-to-target-adolescents)

⁴⁴⁶ *Id.*
⁴⁴⁷ *Id.*

1 disseminate advertisements and marketing materials that promote JLI to youth or to open online
 2 sales to youth, while omitting mention of JUUL’s nicotine content and manipulated potency. To
 3 truly expand the nicotine market, they needed to deceive those purchasing a JUUL device and
 4 JUULpods as to how much nicotine they were actually consuming. And, through Pritzker, Huh,
 5 and Valani’s control of JLI’s Board of Directors, they did just that.

6 **10. JLI Engaged in a Sham “Youth Prevention” Campaign**

7 399. By April 2017, JLI had determined that the publicity around its marketing to
 8 children was a problem. [REDACTED]

9 [REDACTED]

10 [REDACTED]⁴⁴⁸ [REDACTED]

11 [REDACTED]⁴⁴⁹ While ostensibly aimed at reducing youth sales, JLI’s youth
 12 prevention program actually served to increase, not reduce, sales to children.

13 400. [REDACTED]

14 [REDACTED]⁴⁵⁰ JLI paid schools for access to their students during school time, in summer
 15 school, and during a Saturday School Program that was billed as “an alternative to ‘traditional
 16 discipline’ for children caught using e-cigarettes in school.”⁴⁵¹ JLI created the curriculum for
 17 these programs, and, like the “Think Don’t Smoke” campaign by Philip Morris, which
 18 “insidiously encourage[d] kids to use tobacco and become addicted Philip Morris
 19 customers[,]”⁴⁵² JLI’s programs were shams intended to encourage youth vaping, not curb it.
 20 According to testimony before Congress, during at least one presentation, “[n]o parents or
 21 teachers were in the room, and JUUL’s messaging was that the product was ‘totally safe.’ The
 22

23 ⁴⁴⁸ INREJUUL_00264878; see also INREJUUL_00265042 ([REDACTED]).

24 ⁴⁴⁹ See, e.g., INREJUUL_00211242.

25 ⁴⁵⁰ INREJUUL_00173409.

26 ⁴⁵¹ Subcommittee on Economic and Consumer Policy Memo (July 25, 2019),
 27 <https://oversight.house.gov/sites/democrats.oversight.house.gov/files/Supplemental%20Memo.pdf>

28 ⁴⁵² William V. Corr, *American Legacy Foundation Study Shows Philip Morris 'Think Don't Smoke' Youth Anti-Smoking Campaign is a Sham*, Campaign for Tobacco Free Kids (May 29, 2002), https://www.tobaccofreekids.org/press-releases/id_0499

1 presenter even demonstrated to the kids how to use a JUUL.”⁴⁵³ Furthermore, JLI “provided the
2 children snacks” and “collect[ed] student information from the sessions.”⁴⁵⁴

3 401. The problems with JLI’s youth prevention programs were widespread.
4 According to outside analyses, “the JUUL Curriculum is not portraying the harmful details of
5 their product, similar to how past tobacco industry curricula left out details of the health risks of
6 cigarette use.”⁴⁵⁵ Although it is well-known that teaching children to deconstruct ads is one of
7 the most effective prevention techniques, JLI programs entirely omitted this skill, and JLI’s
8 curriculum barely mentioned JUUL products as among the potentially harmful products to
9 avoid.⁴⁵⁶ As one expert pointed out, “we know, more from anecdotal research, that [teens] may
10 consider [JUULs] to be a vaping device, but they don’t call it that. So when you say to a young
11 person, ‘Vapes or e-cigarettes are harmful,’ they say, ‘Oh I know, but I’m using a JUUL.’”⁴⁵⁷

12 402. Internal emails confirm both that JLI employees knew about the similarities of
13 JLI’s “youth prevention program” to the earlier pretextual antismoking campaigns by the
14 cigarette industry and that JLI management at the highest levels was personally involved in
15 these efforts.

[REDACTED]

21 ⁴⁵³ Subcommittee on Economic and Consumer Policy Memo (July 25, 2019),
22 <https://oversight.house.gov/sites/democrats.oversight.house.gov/files/Supplemental%20Memo.pdf>

23 ⁴⁵⁴ *Id.*

24 ⁴⁵⁵ Victoria Albert, *Juul Prevention Program Didn't School Kids on Dangers, Expert Says: SMOKE AND MIRRORS. JUUL—which made up 68 percent of the e-cigarette market as of mid-June—seems to have taken a page from the playbook of Big Tobacco*, The Daily Beast (Oct. 19, 2018), <https://www.thedailybeast.com/juul-prevention-program-didnt-school-kids-on-dangers-expert-says>

26 ⁴⁵⁶ *Id.*

27 ⁴⁵⁷ *Id.*

28 ⁴⁵⁸ INREJUUL_00197608.

⁴⁵⁹ INREJUUL_00197607.

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[REDACTED]

⁴⁶¹ The paper concluded that “the Philip Morris campaign had a counterproductive influence.”⁴⁶²

403. JLI also bought access to teenagers at programs outside of school. For example,

[REDACTED]

⁴⁶³ Similarly,

[REDACTED]

JLI paid nearly 70% of the cost of hiring eight teachers, eight instructional aides, and three other support personnel for the program.⁴⁶⁶

404. [REDACTED]

[REDACTED]

⁴⁶⁰ INREJUUL_00196624.

⁴⁶¹ INREJUUL_00265202.

⁴⁶² Matthew C. Farrelly, et al., *Getting to the Truth: Evaluating National Tobacco Countermarketing Campaigns*, 92 Am. J. Public Health 901 (2002).

⁴⁶³ JLI-HOR-00002181 – 00002182.

⁴⁶⁴ INREJUUL_00194247; Invoice to JUUL Labs from The Freedom & Democracy Schools, Inc. for \$134,000 dated June 21, 2018, <https://oversight.house.gov/sites/democrats.oversight.house.gov/files/JLI-HOR-00003711.pdf>

⁴⁶⁵ INREJUUL_0019428.

⁴⁶⁶ *The Freedom & Democracy Schools, Inc. Proposal to JUUL Labs for Funding the Healthy Life Adventures Summer Pilot* (June 9, 2018), https://oversight.house.gov/sites/democrats.oversight.house.gov/files/JLI-HOR-00002789_Redacted.pdf

⁴⁶⁷ INREJUUL_00194646.

1 [REDACTED]
2 [REDACTED]⁴⁶⁸ Eventually, JLI ended this version of the youth prevention program, but the
3 damage had been done: following the playbook of the tobacco industry, JLI had hooked more
4 kids on nicotine.

5 405. The Board was intimately involved in these “youth prevention” activities. For
6 example, [REDACTED]

7 [REDACTED]
8 [REDACTED]⁴⁶⁹

9 **11. The FDA Warned JUUL and Others That Their Conduct is Unlawful**

10 406. Throughout 2018, the FDA put JLI and others in the e-cigarette industry on
11 notice that their practices of marketing to minors needed to stop. It issued a series of warnings
12 letters and enforcement actions:

13 407. On February 24, 2018, the FDA sent a letter to JLI expressing concern about the
14 popularity of its products among youth and demanding that JLI produce documents regarding its
15 marketing practices.⁴⁷⁰

16 408. In April 2018, the FDA conducted an undercover enforcement effort, which
17 resulted in fifty-six warning letters issued to online retailers, and six civil money complaints to
18 retail establishments, all of which were related to the illegal sale of e-cigarettes to minors.⁴⁷¹
19 Manufacturers such as JLI were also sent letters requesting documents regarding their
20 marketing and sales methods.⁴⁷²

21 409. In May 2018, the FDA again issued more warning letters to manufacturers,
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23 _____
24 ⁴⁶⁸ INREJUUL_00194646.

25 ⁴⁶⁹ JLI00151300.

26 ⁴⁷⁰ Matthew Holman, *Letter from Director of Office of Science, Center for Tobacco Products,*
to Zaid Rouag, at JUUL Labs, Inc., U.S. Food & Drug Admin. (Apr. 24, 2018),
<https://www.fda.gov/media/112339/download>

27 ⁴⁷¹ *Enforcement Priorities for Electronic Nicotine Delivery Systems (ENDS) and Other Deemed*
Products on the Market Without Premarket Authorization, U.S. Food & Drug Admin. (Jan.
28 *2020), <https://www.fda.gov/media/133880/download>*

⁴⁷² *Id.*

1 distributors, and retailers of e-liquids for labeling and advertising violations; these labels and
 2 advertisements targeted children and resembled children's food items such as candy or
 3 cookies.⁴⁷³

- 4 • In September 2018, the FDA engaged in several other regulatory enforcement
 5 actions, issuing over 1300 warning letters and civil money complaints to e-cigarette
 6 and e-liquid retailers and distributors.⁴⁷⁴
- 7 • On September 12, 2018, the FDA sent letters to JLI and other e-cigarette
 8 manufacturers putting them on notice that their products were being used by youth at
 9 disturbing rates.⁴⁷⁵ The FDA additionally requested manufacturers to enhance their
 10 compliance monitoring mechanisms, implement stricter age verification methods,
 11 and limit quantities and volume of e-cigarette products that could be purchased at a
 12 time.⁴⁷⁶

13 410. Finally, in October 2018, the FDA raided JLI's headquarters and seized more
 14 than a thousand documents relating to JLI's sales and marketing practices.⁴⁷⁷ Since then, the
 15 FDA, the Federal Trade Commission, multiple state attorneys general and the U.S. House of
 16 Representatives Committee on Oversight and Reform have all commenced investigations into
 17 JLI's role in the youth vaping epidemic and whether JLI's marketing practices purposefully
 18

19 ⁴⁷³ *Id.*

20 ⁴⁷⁴ *Id.*

21 ⁴⁷⁵ *Letter from US FDA to Kevin Burns*, U.S. Food & Drug Admin. (Sept. 12, 2018),
<https://www.fda.gov/media/119669/download>.

22 ⁴⁷⁶ Press Release, *FDA takes new steps to address epidemic of youth e-cigarette use, including*
 23 *a historic action against more than 1,300 retailers and 5 major manufacturers for their roles*
 24 *perpetuating youth access: Warning letters and civil money penalty complaints to retailers are*
 25 *largest coordinated enforcement effort in agency history; FDA requests manufacturers provide*
 26 *plan for mitigating youth sales within 60 days; warns it may restrict flavored e-cigarettes to,*
 US Food & Drug Administration (Sept. 11, 2018), <https://www.fda.gov/news-events/press-announcements/fda-takes-new-steps-address-epidemic-youth-e-cigarette-use-including-historic-action-against-more>

27 ⁴⁷⁷ Laurie McGinley, *FDA Seizes Juul E-Cigarette Documents in Surprise Inspection of*
 28 *Headquarters*, Wash. Post (Oct. 2, 2018),
<https://www.washingtonpost.com/health/2018/10/02/fda-seizes-juul-e-cigarette-documentssurprise-inspection-headquarters/>

1 targeted youth.

2 411. Siddharth Breja, who was senior vice president for global finance at Juul Labs,
3 “claims that after the F.D.A. raided Juul headquarters in October 2018, seeking internal
4 documents, Mr. Burns instructed Mr. Breja and other executives not to put anything relating to
5 regulatory or safety issues in writing, so that the F.D.A. could not get them in the future.”⁴⁷⁸

6 **12. In Response to Regulatory Scrutiny, Defendants Misled the Public,**
7 **Regulators, and Congress that JLI Did Not Target Youth**

8 412. To shield their youth-driven success from scrutiny, Altria, JLI, and the
9 Management Defendants’ had a long-running strategy to feign ignorance over JLI and the
10 Management Defendants’ youth marketing efforts and youth access to JLI’s products. They
11 were well aware that JLI’s conduct in targeting underage users was reprehensible and unlawful,
12 and that if it became widely known that this was how JLI obtained its massive market share,
13 there would be a public outcry and calls for stricter regulation or a ban on JLI’s products. Given
14 the increasing public and regulatory scrutiny of JLI’s market share and marketing tactics, a dis-
15 information campaign was urgently needed to protect the Defendants’ bottom line. For this
16 reason, JLI, the Management Defendants, and Altria all hid JLI’s conduct by vociferously
17 denying that JLI had marketed to and targeted youth and instead falsely claimed that JLI
18 engaged in youth prevention. Defendants continued to make these statements while and after
19 actively and successfully trying to market to and recruit youth non-smokers. These false
20 statements were designed to protect JLI’s market share, and Altria’s investment, by concealing
21 JLI’s misconduct.

22 413. For example, after 11 senators sent a letter to JLI questioning its marketing
23 approach and kid-friendly e-cigarette flavors like Fruit Medley, Creme Brulee and mango, JLI
24 visited Capitol Hill and told senators that it never intended its products to appeal to kids and did
25 not realize youth were using its products, according to a staffer for Sen. Dick Durbin (D-Ill.).
26

27 ⁴⁷⁸ Sheila Kaplan and Jan Hoffman, *Juul Knowingly Sold Tainted Nicotine Pods, Former*
28 *Executive Say*, N.Y. Times (Nov. 20, 2019), <https://www.nytimes.com/2019/10/30/health/juul-pods-contaminated.html>

1 JLI's statements to Congress—which parallel similar protests of innocence by tobacco company
2 executives—were false.

3 414. JLI also engaged in wire fraud when it made public statements seeking to
4 disavow the notion that it had targeted and sought to addict teens:

- 5 • “It’s a really, really important issue. **We don’t want kids using our products.**”
6 (CNBC Interview of JLI’s Chief Administrative Officer, December 14, 2017)⁴⁷⁹
- 7 • “We market our products responsibly, following strict guidelines to have material
8 directly **exclusively toward adult smokers and never to youth audiences.**” (JLI
9 Social Media Post, March 14, 2018)⁴⁸⁰
- 10 • “Of course, we understand that **parents and lawmakers are concerned about**
11 **underage use of JUUL. As are we.** We can’t restate this enough. As an
12 independent company that is not big tobacco, we are driven by our mission and
13 commitment to adult smokers.” (JLI CEO Kevin Burns Letter to JUUL
14 Community on Reddit, July 18, 2018)⁴⁸¹
- 15 • “We don’t want anyone who doesn’t smoke, or already use nicotine, to use JUUL
16 products. We certainly don’t want youth using the product. It is bad for public
17 health, and it is bad for our mission. JUUL Labs and FDA share a common goal –
18 preventing youth from initiating on nicotine. . . . **Our intent was never to have**
19 **youth use JUUL products.**” (JLI Website, November 12, 2018)⁴⁸²
- 20 • “To paraphrase Commissioner Gottlieb, **we want to be the offramp for adult**
21 **smokers** to switch from cigarettes, not an on-ramp for America’s youth to initiate
22 on nicotine.” (JLI Website, November 13, 2018)⁴⁸³
- 23 • “First of all, I’d tell them that I’m sorry that their child’s using the product. **It’s**
24 **not intended for them.** I hope there was nothing that we did that made it
25 appealing to them. As a parent of a 16-year-old, I’m sorry for them, and I have
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27 ⁴⁷⁹ Angelica LaVito, *Nearly one-quarter of teens are using pot*, CNBC (Dec. 14, 2017),
28 <https://www.cnbc.com/2017/12/13/marijuana-and-nicotine-vaping-popular-among-teens-according-to-study.html> (Interview with Ashely Gould, JUUL Chief Administrative Officer).

⁴⁸⁰ Robert K. Jackler et al., *JUUL Advertising Over Its First Three Years on the Market*,
Stanford Research Into the Impact of Tobacco Advertising (Jan. 31, 2019),
http://tobacco.stanford.edu/tobacco_main/publications/JUUL_Marketing_Stanford.pdf (citing a
JUUL social media post from March 14, 2018).

⁴⁸¹ *A Letter to the JUUL Community from CEO Kevin Burns* (July 18, 2018), Reddit,
https://www.reddit.com/r/juul/comments/8zvlbh/a_letter_to_the_juul_community_from_ceo_kevin/

⁴⁸² *JUUL Labs Action Plan*, JUUL Labs, Inc. (Nov. 13, 2018), <https://newsroom.juul.com/juul-labs-action-plan/> (statement of Ken Burns, former CEO of JUUL).

⁴⁸³ *Juul Labs Action Plan*, JUUL Labs, Inc. (Nov. 13, 2018), <https://newsroom.juul.com/juul-labs-action-plan/> (statement of then-CEO Kevin Burns)

empathy for them, in terms of what the challenges they're going through.” (CNBC Interview of JLI CEO, July 13, 2019)⁴⁸⁴

- “We have **no higher priority than to prevent youth usage of our products** which is why we have taken aggressive, industry leading actions to combat youth usage.” (JLI Website, August 29, 2019)⁴⁸⁵
- James Monsees, one of the company’s co-founders, said **selling JUUL products to youth was “antithetical to the company’s mission.”**(James Monsees’ Statement to New York Times, August 27, 2019)⁴⁸⁶
- **“We have never marketed to youth and we never will.”**(JLI Statement to Los Angeles Times, September 24, 2019)⁴⁸⁷
- “As scientists, product designers and engineers, we believe that vaping can have a positive impact when used by adult smokers, and can have a negative impact when used by nonsmokers. **Our goal is to maximize the positive and reduce the negative.**” (JLI Website, March 6, 2020)⁴⁸⁸

415. As the JLI Board of Directors had “final say” over all of JLI’s marketing efforts, these statements regarding JLI’s marketing efforts can be imputed to the Management Defendants, who were therefore directly responsible for the messaging over the marketing of JUUL products.

416. However, JLI, the Management Defendants, and Altria realized that attempting to shift public opinion through fraudulent statements was not enough to achieve their goal of staving off regulation. To accomplish this goal, they would also need to deceive the FDA and Congress. And so they set out to do just that through statements and testimony by JLI representatives. These include, but are not limited to, the following:

⁴⁸⁴ Angelica LaVito, *As JLI grapples with teen vaping ‘epidemic,’ CEO tells parent ‘I’m sorry’*, CNBC (July 13, 2019), <https://www.cnbc.com/2019/07/13/as-juul-deals-with-teen-vaping-epidemic-ceo-tells-parents-im-sorry.html>

⁴⁸⁵ *Our Actions to Combat Underage Use*, JUUL Labs, Inc. (Aug. 29, 2019), <https://newsroom.juul.com/ouractions-to-combat-underage-use/> (JUUL statement in response to lawsuits).

⁴⁸⁶ Matt Richtel & Sheila Kaplan, *Did Juul Lure Teenagers and Get ‘Customers for Life’?*, N.Y. Times (Aug. 27, 2018), <https://www.nytimes.com/2018/08/27/science/juul-vaping-teen-marketing.html>

⁴⁸⁷ Michael Hiltzik, *Column: Studies show how JLI exploited social media to get teens to start vaping*, L.A. Times (Sept. 24, 2019), <https://www.latimes.com/business/story/2019-09-24/hiltzik-juul-target-teens> (statement made on behalf of JUUL).

⁴⁸⁸ *Our Mission*, JUUL LABS (2019), <https://www.juul.com/mission-values> (last visited March 6, 2020).

Statements by JLI to the FDA:

- “JUUL was not designed for youth, **nor has any marketing or research effort since the product’s inception been targeted to youth.**” (Letter to FDA, June 15, 2018).⁴⁸⁹
- “With this response, the Company hopes FDA comes to appreciate why the product was developed and **how JUUL has been marketed — to provide a viable alternative to cigarettes for adult smokers.**” (Letter to FDA, June 15, 2018).⁴⁹⁰

Statements by Altria to the FDA:

- “[W]e do not believe we have a current issue with youth access to or use of our pod-based products, we do not want to risk contributing to the issue.” (Letter from Altria CEO to FDA Commissioner Scott Gottlieb, October 25, 2018).⁴⁹¹
- “We believe e-vapor products present an important opportunity to **adult smokers to switch from combustible cigarettes.**” (Letter to FDA Commissioner Gottlieb, 10/25/18)

Statements by JLI to Congress:

- “**We never wanted any non-nicotine user, and certainly nobody under the legal age of purchase, to ever use JLI products.** . . . That is a serious problem. Our company has no higher priority than combatting underage use.” (Testimony of James Monsees, July 25, 2019).⁴⁹²
- “Our product is **intended to help smokers stop smoking combustible cigarettes.**” (Ashley Gould, JLI Chief Administrative Officer, Testimony before House Committee on Oversight and Reform, July 25, 2019).⁴⁹³

Statements by Altria to Congress:

- “In late 2017 and into early 2018, we saw that the previously flat e-vapor category had begun to grow rapidly. JUUL was responsible for much of the category growth and **had quickly become a very compelling product among adult vapers.** We decided to pursue an economic interest in JUUL, believing that an investment would **significantly improve our ability to bring adult smokers a leading portfolio of non-combustible products** and strengthen our competitive

⁴⁸⁹ Letter from JUUL’s Counsel at Sidley Austin to Dr. Matthew Holman, FDA at 2 (June 15, 2018).

⁴⁹⁰ *Id.* at 3.

⁴⁹¹ Letter from Altria CEO Howard Willard to Dr. Scott Gottlieb, FDA at 2 (October 25, 2018).

⁴⁹² Examining JUUL’s Role in the Youth Nicotine Epidemic: Part II: Hearing Before the House Committee on Oversight and Reform Subcommittee on Economic and Consumer Policy at 1 (July 25, 2019), <https://docs.house.gov/meetings/GO/GO05/20190725/109846/HHRG-116-GO05-Wstate-MonseesJ-20190725.pdf> (testimony of JUUL Founder James Monsees).

⁴⁹³ Ashley Gould, *Testimony of Ashley Gould: Hearing on E-Cigarettes and Teen Usage, Day 2* at 01:53:25, U.S. House Committee on Oversight & Reform (July 25, 2019), <https://www.c-span.org/video/?462992-1/hearing-cigarettes-teen-usage-day-2&start=6431>

1 position with regards to potentially reduced risk products.” (Letter from Altria
2 CEO to Senator Durbin, October 14, 2019).⁴⁹⁴

3 417. Each of the foregoing statements constitutes an act of wire fraud. JLI, Monsees,
4 and Altria made these statements, knowing they would be transmitted via wire, with the intent
5 to deceive the public, the FDA, and Congress as to the Defendants’ true intentions of hooking
6 underage users.

7 418. Their disinformation scheme was successful. While certain groups such as the
8 American Medical Association were calling for a “sweeping ban on vaping products,”⁴⁹⁵ no
9 such ban has been implemented to date. Accordingly, JLI’s highly addictive products remain on
10 the market and available to underage users.

11 **F. Altria Provided Services to JLI to Expand JUUL Sales and Maintain**
12 **JUUL’s Position as the Dominant E-Cigarette.**

13 **1. Before Altria’s Investment in JLI, Altria and JLI Exchanged Market**
14 **Information Pertaining to Key Decisions.**

15 419. [REDACTED] JLI and Avail Vapor (“Avail”), a chain of more than 100 high-
16 end vape stores,⁴⁹⁶ [REDACTED]⁴⁹⁷

17 420. On November 2, 2017, Altria announced that it had acquired a minority interest
18 in Avail.⁴⁹⁸ Altria’s comments to investors highlighted that the investment allowed Altria access
19 to Avail’s “extensive data around adult vaper purchasing patterns,” and “full-service analytical
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21
22 ⁴⁹⁴ Altria’s October 14, 2019 letter to Senator Durbin, et. al., by Howard Willard III (2019).

23 ⁴⁹⁵ Karen Zraick, *A.M.A. Urges Ban on Vaping Products as JLI is Sued by More States*, N.Y.
24 Times (Nov. 19, 2019), <https://www.nytimes.com/2019/11/19/health/juul-lawsuit-ny-california.html>

25 ⁴⁹⁶ *About Us*, Avail Vapor, <https://www.availvapor.com/about-us> (last visited February 10,
26 2020).

27 ⁴⁹⁷ INREJUUL_00066273

28 ⁴⁹⁸ Rich Duprey, *Is Altria Trying to Corner the E-Cig Market?*, The Motley Fool (Jan. 7, 2018),
<https://www.fool.com/investing/2018/01/07/is-altria-trying-to-corner-the-e-cig-market.aspx>;
[Lauren Thomas, *Altria shares plunge after FDA releases road map to curb tobacco-related deaths*, CNBC \(July 28, 2017\), <https://www.cnbc.com/2017/07/28/altria-shares-fall-after-fda-releases-roadmap-to- curb-tobacco-related-deaths-.html>](https://www.cnbc.com/2017/07/28/altria-shares-fall-after-fda-releases-roadmap-to- curb-tobacco-related-deaths-.html)

1 science laboratory,” located in Altria’s hometown of Richmond, Virginia.⁴⁹⁹

2 421. On November 21, 2017—three weeks after Altria announced its investment in
3 Avail—JLI and Avail entered into a distribution agreement, which has been renewed twice—
4 once in November 19, 2018 and again on January 8, 2019.⁵⁰⁰

5 422. Through its investment in Avail, Altria had access to sales data for JUUL
6 products long before the companies exchanged diligence in connection with Altria’s investment
7 in JLI. Although JLI represented to Congress that “[JLI’s] data [from Avail] was not available
8 to Altria,”⁵⁰¹ statements in Altria’s October 2019 letter to Congress suggest otherwise.

9 423. In that letter, Altria admitted that it possessed JUUL sales data that corresponds
10 to the very same time period in which JLI began selling its products at Avail stores, starting in
11 late 2017.⁵⁰² That sales data showed that JLI was dominating the e-cigarette market during this
12 time period.⁵⁰³ By November 2017, JLI had sold one million units of its blockbuster product,
13 boasting 621% growth in year-to-year sales and capturing 32% of e-cigarette sales tracked by
14 Nielsen.⁵⁰⁴ Sales of Altria’s own e-cigarettes, on the other hand, trailed behind both the JUUL
15 and British American Tobacco’s Vuse. Altria sought to grow JLI’s market dominance and
16 young customer base. JLI, in the regulatory crosshairs, needed Altria’s experience and its
17 influence in Washington.

18 424. Altria recognized that JLI had, against the backdrop of steadily declining
19 cigarette sales, created the right product to addict a new generation to nicotine. JLI faced
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21 ⁴⁹⁹ *Experience Altria* (Investor Day Presentation), Altria (Nov. 1, 2017),
22 <http://investor.altria.com/Cache/1001243382.PDF>

23 ⁵⁰⁰ Responses of JUUL Labs, Inc. to Questions for the Record - July 25, 2019 Hearing Before
24 House Committee on Oversight and Reform, 28 (January 12, 2020) (“House Oversight January
25 2020 Response”).

26 ⁵⁰¹ *Id.*

27 ⁵⁰² Letter from Howard A. Willard III to Senator Richard J. Durbin, 6 (October 14, 2019)
28 (emphasis added).

⁵⁰³ Altria’s October 14, 2019 letter to Senator Durbin, et. al., by Howard Willard III (2019).
(emphasis added).

⁵⁰⁴ Melia Robinson, *How a startup behind the 'iPhone of vaporizers' reinvented the e-cigarette
and generated \$224 million in sales in a year*, *Business Insider* (Nov. 21, 2017),
<https://www.businessinsider.com/juul-e-cigarette-one-million-units-sold-2017-11>

1 existential threats, however, from regulatory and congressional scrutiny, and public outrage
2 over the growing vaping epidemic.

3 425. JLI, Altria, and the Management Defendants thus began to coordinate their
4 activities in 2017 through Avail Vapor. This back-channel, and the information it provided
5 Altria, allowed Altria to take actions to benefit itself, JLI, and the Management Defendants
6 without drawing the scrutiny of the public and regulators that they knew would inevitably
7 follow a formal announcement of a partnership between JLI and Altria.

8 **2. JLI, the Management Defendants and Altria Coordinated to Market**
9 **JUUL in Highly-Visible Retail Locations**

10 426. JLI, the Management Defendants, and Altria's coordination continued in other
11 ways throughout 2018 as they prepared for Altria's equity investment in JLI.

12 427. A key aspect of this early coordination was Altria's acquisition of shelf-space
13 that it would later provide to JLI to sustain the exponential growth of underage users of JUUL
14 products. By acquiring shelf space, Altria took steps to ensure that JUUL products would be
15 placed in premium shelf space next to Marlboro brand cigarettes, the best-selling cigarette
16 overall and by far the most popular brand among youth.⁵⁰⁵

17 428. Altria's own relatively unsuccessful e-cigarette products did not warrant the
18 investment. Altria spent approximately \$100 million in 2018 to secure shelf-space at retailers
19 for e-cigarette products—purportedly for the MarkTen e-cigarette that Altria stopped
20 manufacturing in 2018, and its pod-based MarkTen Elite, which it launched on a small scale in
21 only 25,000 stores.⁵⁰⁶ By comparison, the 2014 launch of the original MarkTen resulted in
22 product placement in 60,000 stores in the first month in the western United States alone.⁵⁰⁷ Yet
23 Altria's payments for shelf space were a mixture of “cash and display fixtures in exchange for a
24

25 ⁵⁰⁵ *Preventing Tobacco Use Among Youth and Adults, A Report of the Surgeon General* at 161,
164 (2012), <https://www.hhs.gov/surgeongeneral/reports-and-publications/tobacco/index.html>.

26 ⁵⁰⁶ Sheila Kaplan, *Altria to Stop Selling Some E-Cigarette Brands That Appeal to Youths*, N.Y.
27 Times (Oct. 25, 2018), <https://www.nytimes.com/2018/10/25/health/altria-vaping-ecigarettes.html>

28 ⁵⁰⁷ Melissa Kress, *MarkTen National Rollout Hits 60,000 Stores*, Convenience Storew News
(July 22, 2014), <https://csnews.com/markten-national-rollout-hits-60000-stores>

1 commitment that its e-cigarettes would occupy prime shelf space for at least two years.”⁵⁰⁸

2 429. In reality, Altria spent approximately \$100 million on shelf-space in furtherance
3 of expanding the e-cigarette market, including JLI’s massive, ill-gotten market share. It has
4 since been reported that Altria “pulled its e-cigarettes off the market” not out of concern for the
5 epidemic of youth nicotine addiction JUUL created, but because a non-compete was a “part of
6 its deal with J[LI].”⁵⁰⁹

7 430. When Altria later announced its \$12.8 billion investment in JLI, part of the
8 agreement between the two companies was that Altria would provide JLI with this premium
9 shelf space.⁵¹⁰

10 431. Altria’s purchase of shelf space in 2018 shows how Altria, JLI, and the
11 Management Defendants were coordinating even before Altria announced its investment in JLI.
12 Altria’s actions ensured that, even after public and regulatory scrutiny forced JLI to stop its
13 youth-oriented advertising, JUUL products would still be placed where kids are most likely to
14 see them—next to Marlboros, the most iconic, popular brand of cigarettes among underage
15 users—in a location they are most likely to buy them—retail establishments.⁵¹¹

16 **3. Altria Contributes to the Success of JLI’s and the Management**
17 **Defendants’ Scheme Through a Range of Coordinated Activities**

18 432. While JLI and Altria remain separate corporate entities in name, following its
19 equity investment in JLI, Altria and JLI forged even greater significant, systemic links, *i.e.*,
20 shared leadership, contractual relationships, financial ties, and continuing coordination of
21 activities.

22 433. In 2019, two key Altria executives became JLI’s CEO and head of regulatory
23 affairs, respectively.

24
25 ⁵⁰⁸ Jennifer Maloney & John McKinnon, *Altria-JLI Deal Is Stuck in Antitrust Review*, Wall St.
26 J. (Jan. 17, 2020), <https://www.wsj.com/articles/altria-juul-deal-is-stuck-in-antitrust-review-11579257002>

27 ⁵⁰⁹ *Id.*

28 ⁵¹⁰ *Id.*

⁵¹¹ Laura Bach, *Where Do Youth Get Their E-Cigarettes?*, Campaign for Tobacco Free Kids
(Dec. 3, 2019), <https://www.tobaccofreekids.org/assets/factsheets/0403.pdf>

1 434. K.C. Crosthwaite, who was president of Altria Client Services when the
 2 company carried out a study that would later be used by Altria to shield JUUL’s mint pods from
 3 federal regulation, is now JLI’s CEO. Before joining JLI, Crosthwaite was Altria’s chief growth
 4 officer.

5 435. Joe Murillo, who launched the MarkTen line at Altria and more recently headed
 6 regulatory affairs for Altria, is now JLI’s chief regulatory officer.⁵¹² A 24-year career Altria
 7 executive, Murillo previously ran Altria’s e-cigarette business, Nu Mark, “before Altria pulled
 8 its e-cigarettes off the market as part of its deal with J[UUL].”⁵¹³

9 436. In addition to its effective takeover of JUUL, Altria provides services to JLI in
 10 furtherance of their common goal of expanding the number of nicotine-addicted e-cigarette
 11 users, in the areas of “direct marketing; sales, distribution and fixture services; and regulatory
 12 affairs.”⁵¹⁴ These services include, among other things:

- 13 a. “Piloting a distribution program to provide long haul freight,
 14 warehouse storage and last mile freight services.”
- 15 b. “Making available [Altria’s] previously contracted shelf space with
 16 certain retailers,” thus allowing JUUL products to receive
 17 prominent placement alongside a top-rated brand of combustible
 18 cigarettes, Marlboro, favored by youth.
- 19 c. “Executing direct mail and email campaigns and related activities.
 20 . . .”
- 21 d. “Leveraging Altria’s field sales force to . . . provide services such
 22 as limited initiative selling, hanging signs, light product
 23 merchandising, and surveys of a subset of the retail stores that
 24 Altria calls upon.”
- 25 e. “Providing regulatory affairs consulting and related services to
 26 [JUUL] as it prepares its PMTA application.”⁵¹⁵

27 437. Altria also worked with JLI to cross-market JUUL and Marlboro cigarettes. For

28 ⁵¹² Jennifer Maloney, *JLI Hires Another Top Altria Executive*, Wall St. J. (Oct. 1, 2019),
 available at <https://www.wsj.com/articles/juul-hires-another-top-altriaexecutive-11569971306>

⁵¹³ *Id.*

⁵¹⁴ Altria’s October 14, 2019 letter to Senator Durbin, et. al., by Howard Willard III at 11
 (2019).

⁵¹⁵ *Id.* at 13.

1 example, Altria offered coupons for JUUL starter kits inside packs of Marlboro cigarettes.⁵¹⁶



11 438. Altria's investment in JLI was not only a financial contribution; rather, it was an
12 important aspect of JLI, Altria, and the Management Defendants' plan to continue growing the
13 user base, stave off regulation, and keep JLI's most potent and popular products on the market
14 and available to kids and the public at large. Altria is and was working to actively help expand
15 sales of JLI's products. Altria's investment brings legal and regulatory benefits to JLI, by
16 helping with patent infringement battles and consumer health claims and helping to navigate the
17 regulatory waters and FDA pressure.

18 439. Altria also brings lobbying muscle to the table, which has played an important
19 role in JLI, Altria, and the Management Defendants' scheme of staving off regulation by
20 preventing new federal or state legislation targeting JUUL or the e-cigarette category more
21 broadly. Altria "has a potent lobbying network in Washington [D.C.] and around the
22 country."⁵¹⁷ Vince Willmore, a spokesman for the Campaign for Tobacco-Free Kids, which has
23 been involved in many state lobbying battles, said, "It's hard to say where Altria ends and JLI
24

25
26 ⁵¹⁶ Points for us!, Reddit (Sep. 16, 2019),
https://www.reddit.com/r/juul/comments/d50jku/points_for_us/ (depicting an image of a
27 Marlboro carton with a JUUL starter kit coupon inside).

28 ⁵¹⁷ Shelia Kaplan, *In Washington, JLI Vows to Curb Youth Vaping. Its Lobbying in States Runs Counter to That Pledge.*, N.Y. Times (Apr. 28, 2019),
<https://www.nytimes.com/2019/04/28/health/juul-lobbying-statesecigarettes.html>

1 begins.”⁵¹⁸ While an Altria spokesman has denied that there was any contractual services
2 agreement for lobbying between JLI and Altria, he admitted that he did not know what informal
3 advice and conversations Altria has had with JLI about lobbying efforts. Since JLI, the
4 Management Defendants, and Altria joined forces, JLI’s spending on lobbying has risen
5 significantly. JLI spent \$4.28 million on lobbying in 2019, compared to \$1.64 million in
6 2018.⁵¹⁹

7 440. In addition, Altria’s arrangement with JLI greatly expands JLI’s retail footprint.
8 While JUUL products have typically been sold in 90,000 U.S. retail outlets, Altria reaches
9 230,000 U.S. outlets. Altria also brings its logistics and distribution experience (although, after
10 increasing public scrutiny, Altria announced on January 30, 2020 that it would limit its support
11 to regulatory efforts beginning in March 2020⁵²⁰). And importantly, as noted above, Altria gives
12 JLI access to shelf space that it had obtained under fraudulent pretenses. This is not just any
13 shelf space; it is space near Altria’s blockbuster Marlboro cigarettes, and other premium
14 products and retail displays. The arrangement allows JLI’s tobacco and menthol-based products
15 to receive prominent placement alongside a top-rated brand of combustible cigarettes.

16 441. Altria decided to make a significant investment in JLI to further its efforts to
17 maintain and expand the number of nicotine-addicted e-cigarette users in order to ensure a
18 steady and growing customer base, which ultimately benefits Altria by ensuring a new
19 generation of customers for its products. In fact, when announcing its investment, Altria
20 explained that its investment in JLI “enhances future growth prospects” and committed to
21 applying “its logistics and distribution experience to help JLI expand its reach and
22
23
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25 ⁵¹⁸ *Id.*

26 ⁵¹⁹ Center for Responsive Politics, Client Profile: JUUL Labs,
27 <https://www.opensecrets.org/federal-lobbying/clients/summary?cycle=2019&id=D000070920>
28 (last visited February 6, 2020).

⁵²⁰ Nathan Bomey, *Marlboro maker Altria distances itself from vaping giant JLI amid legal scrutiny*, USA Today (Jan. 31, 2020), <https://www.usatoday.com/story/money/2020/01/31/juul-altria-distances-itself-e-cigarette-maker-amid-scrutiny/4618993002/>

1 efficiency.”⁵²¹ Altria has helped JLI maintain and expand its market share—a market share that,
2 based on Altria’s own October 25, 2018 letter to the FDA, it believes was gained by employing
3 marketing and advertising practices that contributed to youth e-cigarette use.

4 **G. JLI, Altria, and Others Have Successfully Caused More Young People to**
5 **Start Using E-Cigarettes, Creating a Youth E-Cigarette Epidemic and**
6 **Public Health Crisis.**

7 442. Defendants’ tactics have misled the public regarding the addictiveness and safety
8 of e-cigarettes generally, and JUUL products specifically, resulting in an epidemic of e-cigarette
9 use among youth in particular.

10 443. Defendants’ advertising and third-party strategy, as discussed above, ensured that
11 everyone from adults to young children, would believe JUULing was a cool, fun, and safe
12 activity.

13 444. To this day, JLI has not fully disclosed the health risks associated with its
14 products, has not recalled or modified its products despite the known risks, and continues to
15 foster a public health crisis, placing millions of people in harm’s way.

16 **1. Defendants’ Scheme Caused Consumers to be Misled into Believing**
17 **that JUUL was Safe and Healthy.**

18 445. In 2016, the National Institute on Drug Abuse issued findings regarding “Teens
19 and Cigarettes,” reporting that 66% of teens believed that e-cigarettes contained only flavoring,
20 rather than nicotine.⁵²²

21 446. Two years later, despite the ongoing efforts of public health advocates, a 2018
22 study of JUUL users between the ages of fifteen and twenty-four revealed that 63% remained
23
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25 ⁵²¹ *Altria Makes \$12.8 Billion Minority Investment in JUUL to Accelerate Harm Reduction and*
26 *Drive Growth*, BUSINESSWIRE (Dec. 20, 2018, 7:00 AM EST),
27 [https://www.businesswire.com/news/home/20181220005318/en/Altria-12.8-Billion-Minority-](https://www.businesswire.com/news/home/20181220005318/en/Altria-12.8-Billion-Minority-Investment-JUUL-Accelerate)
28 [Investment-JUUL-Accelerate](https://www.businesswire.com/news/home/20181220005318/en/Altria-12.8-Billion-Minority-Investment-JUUL-Accelerate)

⁵²² *Teens and E-cigarettes*, National Institute on Drug Abuse,
<https://www.drugabuse.gov/related-topics/trends-statistics/infographics/teens-e-cigarettes> (last
visited Mar. 4, 2020).

1 unaware that JUUL products contain nicotine.⁵²³ Further, the study found that respondents using
2 e-cigarettes were less likely to report that e-cigarettes were harmful to their health, that people
3 can get addicted to e-cigarettes, or that smoke from others' e-cigarettes was harmful.⁵²⁴

4 447. Similarly, in 2018, a literature review of seventy-two articles published in the
5 International Journal of Environmental Research and Public Health found that e-cigarettes were
6 perceived by adults and youth as being healthier, safer, less addictive, safer for one's social
7 environment, and safer to use during pregnancy than combustible cigarettes.⁵²⁵ Further,
8 researchers found that specific flavors (including dessert and fruit flavors) were perceived to be
9 less harmful than tobacco flavors among adult and youth e-cigarette users.⁵²⁶ In addition,
10 researchers found that youth e-cigarette users perceived e-cigarettes as safe to use and
11 fashionable.⁵²⁷

12 448. In 2019, a study published in Pediatrics found that 40% of participants reported
13 using nicotine-free e-cigarette products, when in fact the products they were using contained
14 significant levels of nicotine.⁵²⁸

15 449. In 2019, a study published in the British Medical Journal Open systematically
16 reviewed all peer-reviewed scientific literature published on e-cigarette perceptions through
17 March 2018 which included fifty-one articles.⁵²⁹ Researchers found consistent evidence
18 showing that flavors attract both youth and young adults to use e-cigarettes.⁵³⁰ In addition,
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21 ⁵²³ Jeffrey G. Willett et al. *Recognition, Use and Perceptions of Juul Among Youth and Young*
Adults, 28 Tobacco Control 054273 (2019).

22 ⁵²⁴ *Id.*

23 ⁵²⁵ *Id.*

24 ⁵²⁶ Kim A. G. J. Romijnders et al., *Perceptions and Reasons Regarding E-Cigarette Use*
Among Users and Non-Users: A Narrative Literature Review, 15 Int'l J. of Env'tl. Research &
Public Health 1190 (2018), [https://doi: 10.3390/ijerph15061190](https://doi.org/10.3390/ijerph15061190).

25 ⁵²⁷ *Id.*

26 ⁵²⁸ Rachel Boykan et al., *Self-Reported Use of Tobacco, E-Cigarettes, and Marijuana versus*
Urinary Biomarkers, 143 Pediatrics (2019), <https://doi.org/10.1542/peds.2018-3531>.

27 ⁵²⁹ Meernik, et al, *Impact of Non-Menthol Flavours in E-Cigarettes on Perceptions and Use: An*
Updated Systematic Review, *BMJ Open*, 9:e031598 (2019), available at
28 <https://bmjopen.bmj.com/content/9/10/e031598>.

⁵³⁰ *Id.*

1 among this same group, fruit and dessert flavors decrease the perception that e-cigarettes are
2 harmful, while increasing the willingness to try e-cigarettes.⁵³¹

3 2. Use of JUUL by Minors Has Skyrocketed

4 450. On December 28, 2018, the University of Michigan’s National Adolescent Drug
5 Trends for 2018 reported that increases in adolescent e-cigarette use from 2017 to 2018 were the
6 “largest ever recorded in the past 43 years for any adolescent substance use outcome in the
7 U.S.”⁵³²

8 451. The percentage of 12th grade students who reported consuming nicotine almost
9 doubled between 2017 and 2018, rising from 11% to 20.9%.⁵³³ This increase was “twice as
10 large as the previous record for largest-ever increase among past 30-day outcomes in 12th
11 grade.”

12 452. By 2018 approximately 3.6 million middle and high school students were
13 consuming e-cigarettes regularly,⁵³⁴ and one in five 12th graders reported used an e-cigarette
14 containing nicotine in the last 30 days.⁵³⁵ As of late 2019, 5 million students reported active use
15 of e-cigarettes, with 27.5% of high school students and 10.5% of middle school students using
16 them within the last thirty days and with most youth reporting JUUL as their usual brand.⁵³⁶

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21 ⁵³¹ *Id.*

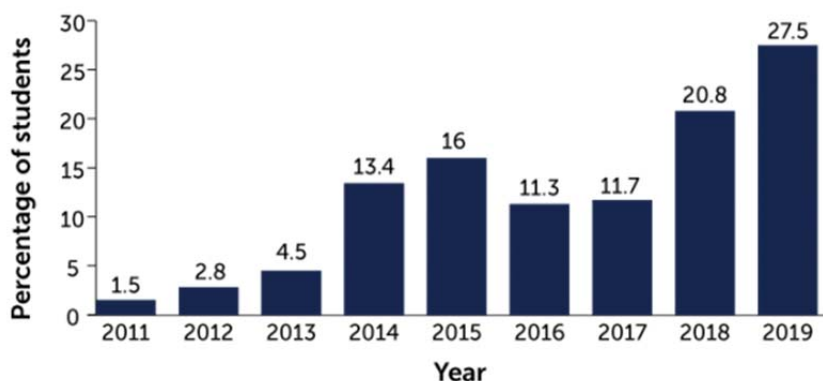
22 ⁵³² *National Adolescent Drug Trends in 2018*, University of Michigan Institute for Social
Research (Dec. 17, 2018), <http://monitoringthefuture.org/pressreleases/18drugpr.pdf>

23 ⁵³³ News Release, *Teens Using Vaping Devices in Record Numbers* (Dec. 17, 2018)
24 <https://www.nih.gov/news-events/news-releases/teens-using-vaping-devices-record-numbers>
(last visited Mar. 9, 2020 7:43 PM)

25 ⁵³⁴ See Jan Hoffman, *Addicted to Vaped Nicotine, Teenagers Have no Clear Path to Quitting*,
26 N.Y. Times (Dec. 18, 2018), <https://www.nytimes.com/2018/12/18/health/vaping-nicotine-teenagers.html>

27 ⁵³⁵ *Id.*

28 ⁵³⁶ National Youth Tobacco Survey (2019), <https://www.fda.gov/tobacco-products/youth-and-tobacco/youth-tobacco-use-results-national-youth-tobacco-survey>; Karen Cullen, et al., *e-Cigarette Use Among Youth in the United States, 2019*, 322 JAMA 2095 (2019).



453. The Secretary of the U.S. Department of Health and Human Services declared that “[w]e have never seen use of any substance by America’s young people rise as rapidly as e-cigarette use [is rising].”⁵³⁷ Then FDA Commissioner Dr. Gottlieb described the increase in e-cigarette consumption as an “almost ubiquitous—and dangerous—trend” that is responsible for an “epidemic” of nicotine use among teenagers.⁵³⁸ The rapid—indeed infectious—adoption of e-cigarettes “reverse[s] years of favorable trends in our nation’s fight to prevent youth addiction to tobacco products.”⁵³⁹ CDC Director Robert Redfield agreed, “The skyrocketing growth of young people’s e-cigarette use over the past year threatens to erase progress made in reducing tobacco use. It’s putting a new generation at risk for nicotine addiction.”⁵⁴⁰ Then-Commissioner Gottlieb identified the two primary forces driving the epidemic as “youth appeal and youth access to flavored tobacco products.”⁵⁴¹

454. Within days of the FDA’s declaration of an epidemic, Surgeon General Dr.

⁵³⁷ Jan Hoffman, *Study Shows Big Rise in Teen Vaping This Year*, N.Y. Times (Dec. 17, 2018), <https://www.nytimes.com/2018/12/17/health/ecigarettes-teens-nicotine-.html>; Rajiv Bahl, *Teen Use of Flavored Tobacco was Down, But E-Cigarettes Are Bringing It Back Up*, Healthline (Jan. 9, 2019), <https://www.healthline.com/health-news/flavored-tobacco-use-rising-again-among-teens#An-unhealthy-habit>

⁵³⁸ *FDA Launches New, Comprehensive Campaign to Warn Kids About the Dangers of E-Cigarette Use as Part of Agency’s Youth Tobacco Prevention Plan, Amid Evidence of Sharply Rising Use Among Kids* (Sept. 18, 2018), <https://www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/ucm620788.htm>

⁵³⁹ *Id.*

⁵⁴⁰ Amir Vera, *Texas Governor Signs Law Increasing the Age to Buy Tobacco Products to 21*, CNN (June 8, 2019), <https://www-m.cnn.com/2019/06/08/health/texas-new-tobacco-law/index.html>

⁵⁴¹ *Id.*

1 Jerome Adams also warned that the “epidemic of youth e-cigarette use” could condemn a
 2 generation to “a lifetime of nicotine addiction and associated health risks.”⁵⁴² The Surgeon
 3 General’s 2018 Advisory states that JUUL, with its combination of non-irritating vapor and
 4 potent nicotine hit, “is of particular concern for young people, because it could make it easier
 5 for them to initiate the use of nicotine . . . and also could make it easier to progress to regular e-
 6 cigarette use and nicotine dependence.”

7 455. The JUUL youth addiction epidemic spread rapidly across high schools in the
 8 United States. JUUL surged in popularity, largely through social media networks, and created
 9 patterns of youth usage, illegal youth transactions, and addiction, that are consistent with this
 10 account from Reddit in 2017:

11 Between classes the big bathroom in my school averages 20-25 kids, and 5-10
 12 JUULs. Kids usually will give you a dollar for a JUUL rip if you don’t know
 13 them, if you want to buy a pod for 5\$ you just head into the bathroom after lunch.
 14 We call the kids in there between every class begging for rips ‘JUUL fiends.’ Pod
 15 boys are the freshman that say ‘can I put my pod in ur juul?’ and are in there
 16 every block. I myself spent about 180\$ on mango pods and bought out a store,
 17 and sold these pods for 10\$ a pod, making myself an absolutely massive profit in
 18 literally 9 days. Given because I’m 18 with a car and that’s the tobacco age
 19 around here, I always get offers to get pod runs or juuls for kids. people even
 20 understand the best system to get a head rush in your 2 minutes between classes,
 21 is all the juuls at once. So someone yells “GIVE ME ALL THE JUULS” and 3-7
 22 are passed around, two hits each. This saves us all juice, and gives you a massive
 23 head rush. Kids also scratch logos and words onto their juuls to make i[t] their
 24 own, every day you can find the pod covers in my student parking lot. I know this
 25 sounds exaggerated, but with a school with 1400 kids near the city and JUULs
 26 being perceived as popular, it’s truly fascinating what can happen.⁵⁴³

27 456. In response to the post above, several others reported similar experiences:

- 28 a. “[T]his is the exact same thing that happens at my school, we call
 [JUUL fiends] the same thing, kind of scary how similar it is.”⁵⁴⁴
- b. “Same thing at my school. JUUL fiend is a term too.”⁵⁴⁵

25 ⁵⁴² Surgeon General’s Advisory on E-cigarette Use Among Youth, (2018), [https://e-
 26 cigarettes.surgeongeneral.gov/documents/surgeon-generals-advisory-on-e-cigarette-use-
 among-youth-2018.pdf](https://e-cigarettes.surgeongeneral.gov/documents/surgeon-generals-advisory-on-e-cigarette-use-among-youth-2018.pdf)

27 ⁵⁴³ *What’s Juul in School*,
 28 https://www.reddit.com/r/juul/comments/61is7i/whats_juul_in_school/ (last visited Dec. 19,
 2018).

⁵⁴⁴ *Id.*

- c. “Yeah nicotine addiction has become a huge problem in my high school because of juuls even the teachers know what they are.”⁵⁴⁶
- d. “[S]ame [expletive] at my school except more secretive because it’s a private school. It’s crazy. Kids hit in class, we hit 3-5 at once, and everyone calls each other a juul fiend or just a fiend. Funny how similar it all is.”⁵⁴⁷
- e. “[T]he same [expletive] is happening in my school. kids that vaped were called [expletive] for the longest time, that all changed now.”⁵⁴⁸
- f. “Made an account to say that it’s exactly the same way in my school! LOL. I’m from California and I think I know over 40 kids that have it here just in my school. We do it in the bathrooms, at lunch etc. LMAO. ‘Do you have a pod man?’”⁵⁴⁹
- g. “It’s the same at my school and just about every other school in Colorado.”⁵⁵⁰
- h. “2 months into this school year, my high school made a newspaper article about the ‘JUUL epidemic.’”⁵⁵¹
- i. “Wow do you go to high school in Kansas because this sounds EXACTLY like my school. I’ll go into a different bathroom 4 times a day and there will be kids in there ripping JUUL’s in every single one.”⁵⁵²
- j. “At my high school towards the end of lunch everyone goes to the bathroom for what we call a ‘juul party.’ People bring juuls, phixes, etc. It’s actually a great bonding experience because freshman can actually relate to some upperclassmen and talk about vaping.”⁵⁵³
- k. “To everyone thinking that this is just in certain states, it’s not. This is a nationwide trend right now. I’ve seen it myself. If you

⁵⁴⁵ *Id.*

⁵⁴⁶ *Id.*

⁵⁴⁷ *Id.*

⁵⁴⁸ *Id.*

⁵⁴⁹ *Id.*

⁵⁵⁰ *Id.*

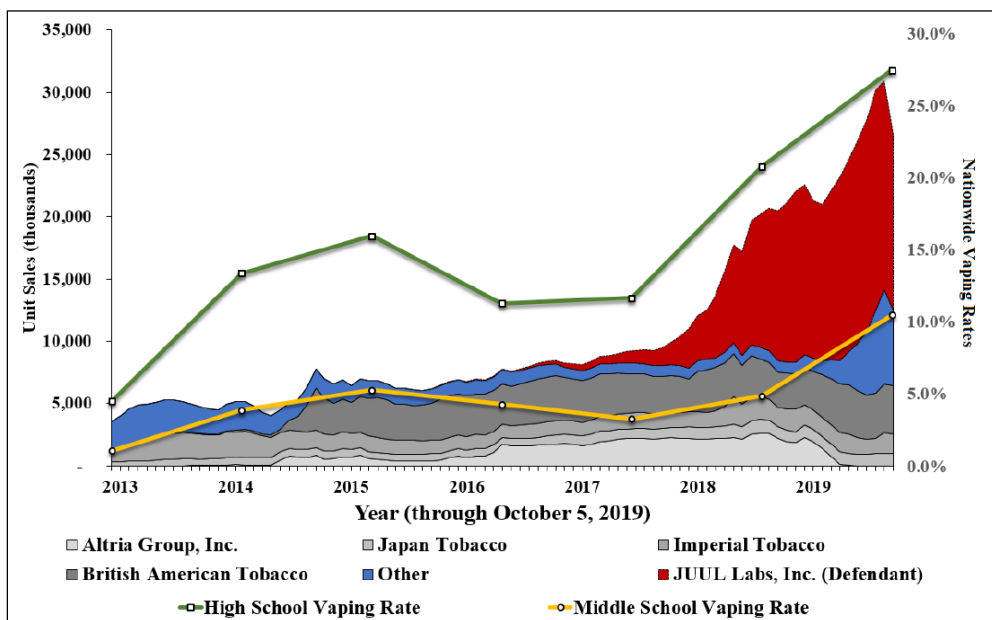
⁵⁵¹ *Id.* (citing *Juuls Now Rule the School as Students Frenzy Over E-cig* (Oct. 5, 2016), <https://imgur.com/a/BKewp>).

⁵⁵² *Id.*

⁵⁵³ *Id.*

1 have one you're instantly insanely popular. Everyone from the
 2 high-achievers to the kids who use to say 'e-cigs are for
 3 [expletives]' are using the juul. It's a craze. I love it, I've made an
 4 insane amount of money. It's something that has swept through our
 age group and has truly taken over. And it happened almost
 overnight."⁵⁵⁴

5 457. The following graph illustrates JLI's responsibility for the nationwide youth e-
 6 cigarette epidemic. While the rest of the e-cigarette industry stagnated from 2017 through 2018,
 7 JLI experienced meteoric growth. Through that same timeframe, youth e-cigarette rates nearly
 8 doubled from more than 11% in 2017 to more than 20% in 2018. Through October 5, 2019 (the
 9 last date for which data was available), rates of youth e-cigarette use continued to increase,
 10 tracking the growth of JUUL.



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 22 458. The unique features of the JUUL e-cigarette—high nicotine delivery, low
 23 harshness, and easy-to-conceal design—have caused patterns of addiction with no historical

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 25 ⁵⁵⁴ *Id.* (emphasis added).

26 ⁵⁵⁵ The area graph depicts e-cigarette unit sale volumes in retail outlets tracked by Nielsen by
 27 manufacturer and month from 2013 through October 5, 2019; the line graph depicts national
 28 high school and middle school e-cigarette past-30-day usage rates as percentages from 2013
 through 2019, with each data point representing a year. *See* Nielsen: Tobacco All Channel
 Data; National Youth Tobacco Survey (2019), [https://www.fda.gov/tobacco-products/youth-
 and-tobacco/youth-tobacco-use-results-national-youth-tobacco-survey](https://www.fda.gov/tobacco-products/youth-and-tobacco/youth-tobacco-use-results-national-youth-tobacco-survey); *see also* Complaint at 2
 (Figure 1), *Commonwealth of Penn. v. Juul Labs, Inc.*, (Ct. Common Pleas, Feb. 10, 2020).

1 precedent. It is not uncommon for fifteen-year-old students, even those who live at home with
2 their parents, to consume two or more JUUL pods a day.

3 **H. JLI Thrived Due to Extensive Efforts to Delay Meaningful Regulation of its**
4 **Products**

5 **1. E-Cigarette Manufacturers Successfully Blocked the Types of**
6 **Regulations that Reduced Cigarette Sales, Creating the Perfect**
7 **Opportunity for JLI.**

8 459. One of the main reasons e-cigarettes like JUUL were so appealing from an
9 investment and business development perspective is that, unlike combustible cigarettes, e-
10 cigarettes were relatively unregulated. This regulatory void was not an accident; the cigarette
11 industry, and then the e-cigarette industry, spent significant resources blocking, frustrating, and
12 delaying government action. A 1996 article in the *Yale Law & Policy Review* detailed how
13 cigarette companies vehemently opposed the FDA mid-1990s rules on tobacco products, using
14 lawsuits, notice-and-comment, and arguments related to the FDA’s jurisdiction to delay or undo
15 any regulatory efforts.⁵⁵⁶

16 460. In 2009, Congress enacted the Family Smoking Prevention and Tobacco Control
17 Act (TCA). The TCA amended the Federal Food, Drug, and Cosmetic Act to allow the FDA to
18 regulate tobacco products.

19 461. Although the TCA granted the FDA immediate authority to regulate combustible
20 cigarettes, it did not give the FDA explicit authority over all types of tobacco products—
21 including those that had not yet been invented or were not yet popular. To “deem” a product for
22 regulation, the FDA must issue a “deeming rule” that specifically designates a tobacco product,
23 such as e-cigarettes, as falling within the purview of the FDA’s authority under the TCA.

24 462. The TCA also mandated that all “new” tobacco products (i.e., any product not on
25 the market as of February 15, 2007) undergo a premarket authorization process before they
26 could be sold in the United States.

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28 ⁵⁵⁶ Melvin Davis, *Developments in Policy: The FDA's Tobacco Regulations* 15 *Yale L. & Policy Rev.* 399 (1996).

1 463. Four years later, on April 25, 2014, the FDA finally issued a proposed rule
2 deeming e-cigarettes for regulation under the Tobacco Act (“2014 Proposed Rule”).

3 464. Once issued, the e-cigarette industry, together with its newfound allies, parent
4 companies, and investors—the cigarette industry and pro-e-cigarette lobbyists—set to work to
5 dilute the rule’s effectiveness. For example, in comments to the 2014 Proposed Rule, companies
6 such as Johnson Creek Enterprises (one of the first e-liquid manufacturers) stated that the “FDA
7 [] blatantly ignored evidence that our products improve people’s lives.”⁵⁵⁷

8 465. The New York Times reported that Altria was leading the effort to dilute,
9 diminish, or remove e-cigarette regulations. Notwithstanding Altria’s professed concern about
10 flavors attracting youth customers, Altria submitted comments in August 2014 in response to
11 the proposed rule opposing the regulation of flavors. Altria asserted that restrictions could result
12 in more illicit sales, and that adults also liked fruity and sweet e-cigarette flavors.⁵⁵⁸

13 466. In 2015, Altria lobbied Capitol Hill with its own draft legislation to eliminate the
14 new requirement that most e-cigarettes already on sale in the United States be evaluated
15 retroactively to determine if they are “appropriate for the protection of public health.” In effect,
16 Altria lobbied to “grandfather” all existing e-cigarette brands, including JUUL, into a lax
17 regulatory regime. That proposed legislation was endorsed by R.J. Reynolds. Altria delivered its
18 proposal, entitled “F.D.A. Deeming Clarification Act of 2015,” to Representative Tom Cole of
19 Oklahoma, who introduced the bill two weeks later using Altria’s draft verbatim.⁵⁵⁹ Seventy
20 other representatives signed on to Altria’s legislation.⁵⁶⁰

21
22 ⁵⁵⁷ Eric Lipton, *A Lobbyist Wrote the Bill. Will the Tobacco Industry Win Its E-Cigarette*
23 *Fight?*, N.Y. Times (2020), [https://www.nytimes.com/2016/09/03/us/politics/e-cigarettes-](https://www.nytimes.com/2016/09/03/us/politics/e-cigarettes-vaping-cigars-fda-altria.html)
24 [vaping-cigars-fda-altria.html](https://www.nytimes.com/2016/09/03/us/politics/e-cigarettes-vaping-cigars-fda-altria.html)

25 ⁵⁵⁸ Altria Client Services Inc., Comment Letter on Proposed Rule Deeming Tobacco Products
26 to be Subject to the Federal Food, Drug, and Cosmetic Act at 47-48 (August 8, 2014),
[https://www.altria.com/-/media/Project/Altria/Altria/about-altria/federal-regulation-of-](https://www.altria.com/-/media/Project/Altria/Altria/about-altria/federal-regulation-of-tobacco/regulatory-filings/documents/ALCS-NuMark-Comments-FDA-2014-N-0189.pdf)
[tobacco/regulatory-filings/documents/ALCS-NuMark-Comments-FDA-2014-N-0189.pdf](https://www.altria.com/-/media/Project/Altria/Altria/about-altria/federal-regulation-of-tobacco/regulatory-filings/documents/ALCS-NuMark-Comments-FDA-2014-N-0189.pdf)

27 ⁵⁵⁹ Eric Lipton, *A Lobbyist Wrote the Bill. Will the Tobacco Industry Win Its E-Cigarette*
28 *Fight?*, N.Y. Times (2020), [https://www.nytimes.com/2016/09/03/us/politics/e-cigarettes-](https://www.nytimes.com/2016/09/03/us/politics/e-cigarettes-vaping-cigars-fda-altria.html)
[vaping-cigars-fda-altria.html](https://www.nytimes.com/2016/09/03/us/politics/e-cigarettes-vaping-cigars-fda-altria.html).

⁵⁶⁰ *Id.*

1 467. The e-cigarette industry, along with the intertwined cigarette industry, was able
2 to leverage support among Members of Congress such as Representative Cole and
3 Representative Sanford Bishop of Georgia, who advocated for cigarette industry interests and
4 opposed retroactive evaluation of e-cigarette products. Both Cole and Bishop echoed a common
5 cigarette and e-cigarette industry refrain, that any regulations proposed by the FDA would
6 bankrupt small businesses, even though the overwhelming majority of e-cigarettes were
7 manufactured and distributed by large cigarette companies.

8 468. Representatives Cole and Bishop received some of the largest cigarette industry
9 contributions of any member of the U.S. House of Representatives, with Representative Bishop
10 receiving \$13,000 from Altria, and Representative Cole \$10,000 from Altria in the 2015-2016
11 cycle.⁵⁶¹

12 469. By thwarting and delaying regulation, or by ensuring what regulation did pass
13 was laced with industry-friendly components, the e-cigarette industry, including Defendants,
14 hobbled the FDA—and by extension—Congress’s efforts to regulate e-cigarettes.
15 Simultaneously, the e-cigarette industry continued to market their products to youth, and it
16 coordinated to sow doubt and confusion about the addictiveness and health impacts of e-
17 cigarettes.

18 470. Even after the FDA issued its final deeming rule in 2016, e-cigarette industry
19 lobbying continued to pay dividends to companies like JLI. In 2017, when Dr. Scott Gottlieb
20 took over as the FDA Commissioner, one of his first major acts was to grant e-cigarette
21 companies a four-year extension to comply with the deeming rule, even as data indicated sharp
22 increases in teen e-cigarette use.⁵⁶² Gottlieb had previously served on the board of Kure, a chain
23 of e-cigarette lounges in the United States, though he fully divested before taking the helm at
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25

26 ⁵⁶¹ *Id.*; The Politics, Rep. Tom Cole - Oklahoma District 04 OpenSecrets (2017),
27 <https://www.opensecrets.org/members-of-congress/contributors?cid=N00025726&cycle=2016>

28 ⁵⁶² Katie Thomas & Sheila Kaplan, E-Cigarettes Went Unchecked in 10 Years of Federal
Inaction N.Y. Times (2019), <https://www.nytimes.com/2019/10/14/health/vaping-e-cigarettes-fda.html> (last visited Mar 4, 2020).

1 the FDA.⁵⁶³

2 471. The four-year extension was celebrated by e-cigarette lobbyists. Greg Conley,
3 president of the American Vaping Association (AVA), stated that but for the extension, “over
4 99 percent of vaper products available on the market today would be banned next year.”⁵⁶⁴
5 Despite the minimal research publicly available on the health effect of e-cigarettes, Ray Story,
6 who had since become commissioner of the Tobacco Vapor Electronic Cigarette Association,
7 lauded the decision: “Absolutely, it’s a good thing . . . [w]hen you look at harm reduction, it’s a
8 no brainer.”⁵⁶⁵

9 **2. JLI, the Management Defendants, and Altria Defendants**

10 **Successfully Shielded the Popular Mint Flavor from Regulation.**

11 472. JLI, the Management Defendants, and Altria Defendants had a two-fold plan for
12 staving off regulation: (1) ensure the FDA allowed certain flavors, namely mint, to remain on
13 the market; and (2) stave off a total prohibition on JUUL that was being contemplated in light of
14 JLI’s role in the youth vaping epidemic. These schemes involved acts of mail and wire fraud,
15 with the intent to deceive the FDA, Congress, and the public at large.

16 473. First, JLI, the Management Defendants, and Altria publicly defended mint
17 flavoring as a substitute for menthol cigarette smokers, when in fact JLI’s studies indicated that
18 mint users are not former menthol smokers. Second, by fighting to keep mint as the last flavor
19 on the market, the cigarette industry could continue to appeal to non-smokers, including youth.
20 JLI and the Management Defendants coordinated with Altria to pursue a fraudulent scheme to
21 convince the FDA into leaving the mint flavor on the market, sacrificing other flavors in the
22 process.

23 474. On August 2, 2018, JLI met with the FDA to discuss a proposed youth-

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25 ⁵⁶³ Zeke Faux & Dune Lawrence, Bloomberg - Are you a robot? Bloomberg, (2017),
26 [https://www.bloomberg.com/news/articles/2017-04-19/vaping-venture-poses-potential-
conflict-for-trump-s-fda-nominee](https://www.bloomberg.com/news/articles/2017-04-19/vaping-venture-poses-potential-conflict-for-trump-s-fda-nominee)

27 ⁵⁶⁴ Sheila Kaplan, F.D.A. Delays Rules That Would Have Limited E-Cigarettes on Market
28 N.Y. Times (2017), [https://www.nytimes.com/2017/07/28/health/electronic-cigarette-tobacco-
nicotine-fda.html](https://www.nytimes.com/2017/07/28/health/electronic-cigarette-tobacco-nicotine-fda.html).

⁵⁶⁵ *Id.*

1 behavioral study regarding the prevalence of use, perceptions of use, and intentions to use
2 JUUL and other tobacco products among adolescents aged 13-17 years (the “Youth Prevalence
3 Study”).⁵⁶⁶

4 475. On November 5, 2018, JLI transmitted the results of the Youth Prevalence Study
5 to the FDA and reported that a study of over 1,000 youth had found that only 1.5% of youth had
6 ever used a JUUL, and that only 0.8% of youth had used a JUUL in the last 30 days. [REDACTED]

7 [REDACTED]
8 [REDACTED]⁵⁶⁷ Specifically, the study found
9 that 47% of youth who reported use of a JUUL device in the last 30-days professed to using
10 mango most often, with only about 12% reporting the same for mint.

11 476. JLI’s study was a sham. JLI, the Management Defendants, and Altria knew their
12 reported data was inconsistent [REDACTED]

13 [REDACTED] JLI’s report featured responses to a carefully selected survey question—
14 which *single* flavor youth used most often?—that obscured the widespread use of mint JUUL
15 pods among youth.

16 477. Ironically, just a few days after JLI submitted the misleading Youth Prevalence
17 Study to the FDA, the National Youth Tobacco Survey was released. Revealing the depths of
18 the deception of JLI’s Youth Prevalence Study, which found that only 1.5% of youth were
19 current users of e-cigarettes, the National Youth Tobacco Survey found that 20.8% of high
20 school student were current users (*i.e.*, consumed e-cigarettes within the last 30 days).

21 478. The Youth Prevalence Study that JLI submitted to the FDA, either via U.S. mail
22 or by electronic transmission, was false and misleading. JLI, the Management Defendants, and
23 Altria knew as much. Indeed, they counted on it.

24 479. As the e-cigarette crisis grew, on September 25, 2018, then-FDA Commissioner
25 Scott Gottlieb sent letters to Altria, JLI and other e-cigarette manufacturers, requesting a
26

27 ⁵⁶⁶ Letter from Joanna Engelke, JUUL Labs, Inc., to David Portnoy, Ph.D., M.P.H., FDA
28 Center for Tobacco Products (November 5, 2018).

⁵⁶⁷ *Id.* at 3.

1 “detailed plan, including specific timeframes, to address and mitigate widespread use by
2 minors.”⁵⁶⁸

3 480. As evidenced by Altria’s recent admission that negotiations with JLI were
4 ongoing in late 2017,⁵⁶⁹ Altria and JLI’s responses to the FDA reflect a coordinated effort to
5 mislead the FDA with the intention that regulators, in reliance on their statements, allow JLI to
6 continue marketing mint JUUL pods.⁵⁷⁰

7 481. Defendants’ plan centered on efforts to deceive the FDA that (1) mint was more
8 akin to Tobacco and Menthol than other flavors; and (2) kids did not prefer mint.

9 482. JLI took the first step in this coordinated effort to deceive the FDA. In response
10 to then-Commissioner Gottlieb’s September 25, 2018 letter, JLI prepared an “Action Plan,”
11 which it presented to the FDA at an October 16, 2018 meeting, and presented to the public on
12 November 12, 2018. The substance of JLI’s presentation to the FDA and its public-facing
13 Action Plan were largely identical.⁵⁷¹ [REDACTED]

14 [REDACTED]⁵⁷² [REDACTED]
15 [REDACTED]

16 483. But this statement was not true. [REDACTED]

17 [REDACTED]⁵⁷³ In JLI’s
18 Action Plan, then-CEO Burns stated that only products that “mirror what is currently available
19 for combustible cigarettes—tobacco and menthol-based products (menthol and mint pods)—
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23 ⁵⁶⁸ Letter from Scott Gottlieb, M.D. to JUUL Labs, Inc. (Sept. 25, 2018); Letter from Scott
Gottlieb, M.D. to Altria Group Inc. (Sept. 25, 2018).

24 ⁵⁶⁹ Altria’s October 14, 2019 letter to Senator Durbin, et. al., by Howard Willard III (2019).

25 ⁵⁷⁰ See *United States v. Jones*, 712 F.2d 1316, 1320-21 (9th Cir. 1983) (“It is enough that the
26 mails be used as part of a ‘lulling’ scheme by reassuring the victim that all is well and
discouraging him from investigating and uncovering the fraud.”).

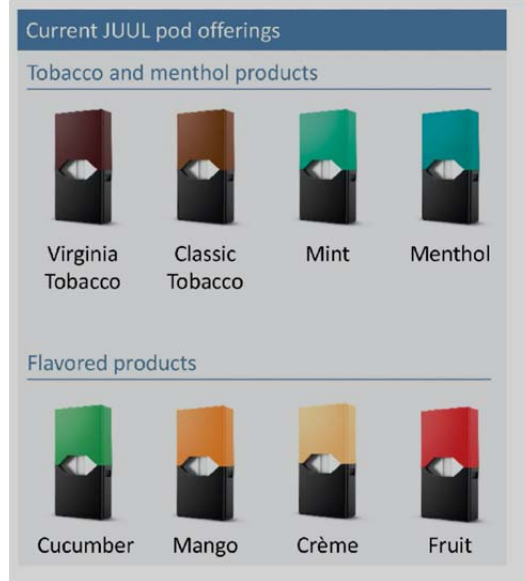
27 ⁵⁷¹ JUUL did not include in its Action Plan a proposal for Bluetooth or Wi-Fi equipped devices
that was included in JLI’s October presentation.

28 ⁵⁷² JUUL Labs, Inc. *FDA Presentation*, 2 ([REDACTED]); INREJUUL_00182989.

⁵⁷³ *Id.*

1 will be sold to retail stores.”⁵⁷⁴

2 484. In both JLI’s October 2018 presentation to the FDA and JLI’s Action Plan that
3 was shared with the public, JLI and its CEO fraudulently characterized mint as a non-flavored
4 cigarette product, akin to tobacco and menthol cigarettes, suggesting that it was a product for
5 adult smokers. The image below was included in both the public-facing Action Plan and JLI’s
6 presentation to the FDA.



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17 485. JLI knew that non-smoking youth liked mint as much as any flavor.

18 486. [REDACTED]
19 [REDACTED]
20 [REDACTED] ⁵⁷⁵ Indeed, [REDACTED]
21 [REDACTED] ⁵⁷⁶ [REDACTED]
22 [REDACTED] ⁵⁷⁷ [REDACTED]

23 487. Most importantly, JLI knew that mint was the most popular JUUL pod. Though
24 other flavors might draw new customers, JLI’s most addictive “flavor” predictably became its
25

26 ⁵⁷⁴ *JUUL Labs Action Plan*, JUUL Labs, Inc. (Nov. 13, 2018), <https://newsroom.juul.com/juul-labs-action-plan/>

27 ⁵⁷⁵ INREJUUL_00265069

28 ⁵⁷⁶ INREJUUL_00079307-INREJUUL_00079409, at 395.

⁵⁷⁷ *Id.*

1 most popular.

2 488. The characterization of mint as an adult tobacco product was also fraudulent
3 because JLI [REDACTED]

4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED] As alleged in a Whistleblower Complaint, JLI’s then-CEO told his employees:
8 “You need to have an IQ of 5 to know that when customers don’t find mango they buy mint.”⁵⁷⁸

9 489. On October 25, 2018, less than ten days after JLI presented its fraudulent,
10 misleading Action Plan to the FDA, Altria’s CEO Howard Willard submitted a letter in
11 response to the FDA’s call to combat the youth epidemic. Willard’s letter was a clear indication
12 of Altria’s willingness to continue the fraudulent scheme and deception of the FDA. While
13 Willard’s letter confirmed that Altria understood that JLI’s conduct and product was addicting
14 many children to nicotine, this letter repeated the misleading statement that mint was a
15 “traditional tobacco flavor” despite Altria and JLI knowing it was no such thing. Willard then
16 claimed that the youth epidemic was caused, in part, by “flavors that go beyond traditional
17 tobacco flavors”—which, according to JLI and Altria, did not include mint—and announced
18 that Altria would discontinue all MarkTen flavors except for “traditional tobacco, menthol and
19 mint flavors.” Willard asserted that these three flavors were essential for transitioning smokers.
20 But Willard, and Altria, knew this was not true.⁵⁷⁹

21 490. That same day—October 25, 2018—Altria continued its deception on an
22 earnings call with investors. Altria fraudulently described its decision to remove its pod-based
23 products from the market as one intended to address the dramatic increase in youth e-cigarette
24 use, while it was only weeks away from publicly announcing its 35% stake in JLI:

25 We recently met with Commissioner Gottlieb to discuss steps that could be taken

26 _____
27 ⁵⁷⁸ Angelica LaVito, *Former JLI executive sues over retaliation, claims company knowingly*
28 *sold tainted nicotine pods*, CNBC (Oct. 30, 2019), <https://www.cnbc.com/2019/10/30/former-juul-executive-sues-over-retaliation-claims-company-knowingly-sold-tainted-pods.html>

⁵⁷⁹ Altria’s October 14, 2019 letter to Senator Durbin, et. al., by Howard Willard III (2019).

1 to address underage access and use. Consistent with our discussion with the FDA
2 and because we believe in the long-term promise of e-vapor products and harm
3 reduction, we're taking immediate action to address this complex situation.

4 First, Nu Mark will remove from the market MarkTen Elite and Apex by
5 MarkTen pod-based products until these products receive a market order from the
6 FDA or the youth issue is otherwise addressed. Second, for our remaining
7 MarkTen and Green Smoke cig-a-like products, Nu Mark will sell only tobacco,
8 menthol and mint varieties. Nu Mark will discontinue the sale of all other flavor
9 variants of our cig-a-like products until these products receive a market order
10 from the FDA or the youth issue is otherwise addressed. Although we don't
11 believe we have a current issue with youth access or use of our e-vapor products,
12 we are taking this action, because we don't want to risk contributing to the issue.

13 After removing Nu Mark's pod-based products and cig-a-like flavor variants,
14 approximately 80% of Nu Mark's e-vapor volume in the third quarter of 2018 will
15 remain on the market.⁵⁸⁰

16 491. Willard reiterated that "pod-based products and flavored products" were behind
17 the increase in youth use of e-cigarettes:

18 I mean, I think the way we thought about this was that we believe e-vapor has a
19 lot of opportunity to convert adult cigarette smokers in the short, medium and
20 long-term, but clearly, this significant increase in youth usage of the products puts
21 that at risk and we think rapid and significant action is necessary. And I think as
22 we looked at the data that is available in some of the remarks from the FDA, I
23 think we concluded that the driver of the recent increase we think is pod-based
24 products and flavored products and so we thought that the two actions that we
25 took addressed the drivers of the increased youth usage here in the short run.⁵⁸¹

26 492. Willard emphasized that Altria's withdrawal of its own pod-based products was
27 intended to address youth use: "[W]e really feel like in light of this dramatic increase in youth
28 usage, withdrawing those products until the PMTA is filed is one path forward." He later said:
29 "And frankly, the actions we took were the actions that we thought we could take that would
30 have the biggest impact on addressing the increased use of e-vapor products by youth . . . we
31 wanted to make a significant contribution to addressing the issue."⁵⁸² As noted above, however,

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⁵⁸⁰ Altria Group Inc (MO) Q3 2018 Earnings Conference Call Transcript
MO earnings call for the period ending September 30, 2018 (Oct. 25, 2018),
<https://www.fool.com/earnings/call-transcripts/2018/10/25/altria-group-inc-mo-q3-2018-earnings-conference-ca.aspx>

⁵⁸¹ *Id.*

⁵⁸² *Id.*

1 it has since been reported that Altria “pulled its e-cigarettes off the market” not out of concern
2 for the epidemic of youth nicotine addiction that JLI created, but because a non-compete clause
3 was a “part of its deal with J[LI].”⁵⁸³

4 493. Thus, while Altria publicly announced that it would pull its pod-based products
5 to combat youth usage, and publicly seemed to support removal of youth-friendly flavors, its
6 defense of mint as a tobacco-analog was actually part of the scheme to protect the profits
7 associated with JLI’s mint JUUL pods, one of JLI’s strongest products with the highest nicotine
8 content and highest popularity among non-smokers and youth.

9 494. In support of his arguments to the FDA that mint was a flavor for adult smokers,
10 Willard cited to a study that Altria had conducted and presented at a conference that JLI
11 attended.⁵⁸⁴ But Willard did *not* disclose that Altria’s “study” was merely a “quasi-experimental
12 online survey” and not a true scientific study.⁵⁸⁵ Notably, JLI’s current CEO, K.C. Crosthwaite,
13 was the President and Chief Growth Officer of Altria Client Services, which conducted Altria’s
14 mint “study” in Spring 2017, the same time that the Management Defendants and Altria began
15 their “confidential negotiations.”⁵⁸⁶ Willard did not disclose that this study was contradicted by
16 the “youth prevention” data provided by JLI during its acquisition due-diligence showing that
17 mint was popular among teens.

18 495. Through these letters, Altria sought to prevent the FDA—which was actively
19 considering regulating flavors⁵⁸⁷—from banning JLI’s mint JUULpods.

20 496. Acting in concert, JLI and Altria committed acts of mail or wire fraud when (1)
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22 ⁵⁸³ *Id.*

23 ⁵⁸⁴ Jessica Parker Zdinak, Ph.D., ALTRIA CLIENT SERVICES, *E-vapor Product Appeal Among*
24 *Tobacco Users and Non-users and the Role of Flavor in Tobacco Harm Reduction*, 72nd
25 Tobacco Science Research Conference, (September 18, 2018), available at
<https://sciences.altria.com/library/media/Project/Altria/Sciences/library/conferences/2018%20T SRC%20J%20Zdniak%20Presentation.pdf>

26 ⁵⁸⁵ *Id.*

27 ⁵⁸⁶ Altria’s October 14, 2019 letter to Senator Durbin, et. al., by Howard Willard III (2019).

28 ⁵⁸⁷ Alex Lardieri, *FDA Considers Ban on E-Cigarette Flavors Amid 'Epidemic' Use By Teens*,
U.S. News & World Report (September 12, 2018), <https://www.usnews.com/news/health-care-news/articles/2018-09-12/fda-considers-ban-on-e-cigarette-flavors-amid-epidemic-use-by-teens>

1 JLI transmitted its Action Plan to the FDA and the public; and (2) Altria transmitted Willard's
2 letter to the FDA.

3 497. At the heart of these acts of fraud was Defendants' characterization of mint as a
4 tobacco product that was targeted to adult smokers. This characterization was fraudulent
5 because Defendants knew kids prefer mint flavor and that JLI designed mint to be one of JLI's
6 most potent products. Altria supported this plan and helped execute it. Together, these actions
7 by JLI and Altria ensured that mint would remain available to youths for many months,
8 furthering their efforts to maintain and expand the number of nicotine-addicted e-cigarette users
9 in order to ensure a steady and growing customer base.

10 498. The deceptive scheme worked—the FDA did not protest JLI and Altria's plan.
11 And on December 20, 2018, one month after JLI announced its Action Plan to keep selling
12 mint, Altria made a \$12.8 billion equity investment in JLI.

13 499. By February of 2019, the FDA became aware that it had been deceived by JLI
14 and Altria. On February 6, 2019, then-FDA commissioner Gottlieb wrote JLI and Altria
15 demanding in-person meetings, excoriating Altria for its "newly announced plans with JUUL
16 [that] *contradict the commitments you made to the FDA*" in a prior meeting and Willard's
17 October 25, 2018 letter to the FDA.⁵⁸⁸ Gottlieb's letter to JLI alleged that JLI's conduct was
18 "inconsistent with its previous representations to the FDA."⁵⁸⁹

19 500. The FDA demanded Altria be prepared to explain itself regarding its "plans to
20 stop marketing e-cigarettes and to address the crisis of youth use of e-cigarettes." Then-
21 Commissioner Gottlieb told Altria that "deeply concerning data" shows that "youth use of
22 JUUL represents a significant proportion of overall use of e-cigarette products by children" and
23 despite any alleged steps the companies had taken to address the issue he "ha[d] no reason to
24 believe these youth patterns of use are abating in the near term, and they certainly do not appear
25 to be reversing."

26 501. JLI and Altria met with Gottlieb in March 2019 in a meeting the then-
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28 ⁵⁸⁸ Letter from Scott Gottlieb to Howard Willard, Altria (February 9, 2019).

⁵⁸⁹ Letter from Scott Gottlieb to Kevin Burns, JUUL Labs, Inc. (February 9, 2019).

1 Commissioner described as “difficult.”⁵⁹⁰ Gottlieb “did not come away with any evidence that
2 public health concerns drove Altria’s decision to invest in JLI, and instead said it looked like a
3 business decision. According to reporting by the New York Times, Gottlieb angrily criticized
4 JLI’s lobbying of Congress and the White House, stating:

5 We have taken your meetings, returned your calls and I had personally met with
6 you more times than I met with any other regulated company, and yet you still
7 tried to go around us to the Hill and White House and undermine our public
8 health efforts. I was trying to curb the illegal use by kids of your product and you
9 are fighting me on it.”⁵⁹¹

10 502. But just a week after the “difficult” meeting with JLI and Altria, Gottlieb posted
11 a statement about the FDA’s new e-cigarette policy, proposing to ban all flavors *except*
12 “tobacco-, mint- and menthol-flavored products.”⁵⁹² He cited the strong support of President
13 Trump (whose administration JLI had aggressively lobbied⁵⁹³), and also cited “recent evidence
14 indicat[ing] that mint- and menthol-flavored ENDS products are preferred more by adults than
15 minors.”⁵⁹⁴ Just a few weeks later, Gottlieb resigned from his position as commissioner of the
16 FDA.

17 503. The scheme had succeeded in saving mint JUUL pods, as well as each
18 Defendant’s bottom line. JLI’s sale of mint JUUL pods rose from one third of its sales in
19 September 2018 to approximately two thirds in February 2019. JLI’s 2019 revenues were
20 estimated to be between \$2.36 billion and \$3.4 billion, and mint JUUL pods accounted for

21 ⁵⁹⁰ Kate Rooney & Angelica LaVito, *Altria Shares Fall After FDA’s Gottlieb Describes*
22 *‘Difficult’ Meeting on Juul*, CNBC (Mar. 19, 2019), <https://www.cnbc.com/2019/03/19/altria-shares-fall-after-fdas-gottlieb-describes-difficult-meeting-on-juul.html>

23 ⁵⁹¹ Julie Creswell & Sheila Kaplan, *How Juul Hooked a Generation on Nicotine*, N.Y. Times
24 (Nov. 24, 2019), <https://www.nytimes.com/2019/11/23/health/juul-vaping-crisis.html>

25 ⁵⁹² Statement from FDA Commissioner Scott Gottlieb, M.D., on advancing new policies aimed
26 at preventing youth access to, and appeal of, flavored tobacco products, including e-cigarettes
27 and cigars (Mar. 13, 2019), <https://www.fda.gov/news-events/press-announcements/statement-fda-commissioner-scott-gottlieb-md-advancing-new-policies-aimed-preventing-youth-access>

28 ⁵⁹³ Evan Sully and Ben Brody, *JLI Spent Record \$1.2 Million Lobbying as Regulators Stepped*
Up, Washington Post (Oct. 22, 2019), https://www.washingtonpost.com/business/on-small-business/juul-spent-record-12-million-lobbying-as-regulators-stepped-up/2019/10/22/2a0dbc52-f4de-11e9-b2d2-1f37c9d82dbb_story.html

⁵⁹⁴ *Id.*

1 approximately 75% of JLI's total 2019 sales. And because mint remained on the market until
2 JLI withdrew it in November 2019 in the face of growing scrutiny,⁵⁹⁵ thousands, if not millions,
3 of underage JUUL users suffered the consequences.

4 504. As former New York City Mayor Mike Bloomberg stated: "JUUL's decision to
5 keep mint- and menthol-flavored e-cigarettes on the shelves is a page right out of the tobacco
6 industry's playbook."⁵⁹⁶

7 505. JLI continues to sell menthol-flavored products.⁵⁹⁷

8 **3. In Response to the Public Health Crisis Created by JUUL, the FDA**
9 **Belatedly Tried to Slow the Epidemic.**

10 506. In 2017, the FDA announced that it would be taking steps to regulate e-cigarette
11 devices such as JUUL. In late 2017, the FDA initiated its investigation of e-cigarette
12 companies' advertising and sales practices. But, as noted above, the FDA's 2017 Compliance
13 Policy issued a four-year extension for compliance with the 2016 deeming rule, apparently to
14 "balance between regulation and encouraging development of innovative tobacco products that
15 may be less harmful than cigarettes."⁵⁹⁸ In March 2018, the 2017 Compliance Policy was
16 challenged by the American Academy of Pediatrics, along with other public health
17 organizations concerned that a compliance extension for the e-cigarette industry would allow
18 more e-cigarette products into the market and continue to addict thousands of youth.⁵⁹⁹

19 507. In March 2019, the FDA drafted guidance that modified the 2017 Compliance
20 Policy, but it did not go into full effect. However, on May 15, 2019, the lawsuit filed by the
21 American Academy of Pediatrics was successful—the U.S. District Court for the District of
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23 ⁵⁹⁵ Ellen Huet, *JLI Pulls Mint-Flavor Vaping Products, but Menthol Remains*, Bloomberg
24 (Nov. 7, 2019), [https://www.bloomberg.com/news/articles/2019-11-07/juul-stops-selling-mint-
flavored-vaping-products](https://www.bloomberg.com/news/articles/2019-11-07/juul-stops-selling-mint-flavored-vaping-products)

25 ⁵⁹⁶ *Id.*

26 ⁵⁹⁷ Sheila Kaplan, *Juul Halts Sales of Mint, Its Top-Selling e-Cigarette Flavor*, N.Y. Times
(Nov. 7, 2019), <https://www.nytimes.com/2019/11/07/health/vaping-juul-mint-flavors.html>

27 ⁵⁹⁸ *Enforcement Priorities for Electronic Nicotine Delivery Systems (ENDS) and Other Deemed*
28 *Products on the Market Without Premarket Authorization*, U.S. Food & Drug Admin. (Jan.
2020), <https://www.fda.gov/media/133880/download>

⁵⁹⁹ *Id.*

1 Maryland vacated the 2017 Compliance Policy, and directed the FDA to “require that premarket
2 authorization applications for all new deemed products” (“new” referred to any product
3 launched after February 15, 2007 and thus would include JUUL) be submitted within ten
4 months, by May 2020.⁶⁰⁰

5 508. In January 2020, the FDA issued: Enforcement Priorities for Electronic Nicotine
6 Delivery Systems (ENDS) and Other Deemed Products on the Market Without Premarket
7 Authorization: Guidance for Industry (2020 FDA Guidance), directed at the e-cigarette industry,
8 which detailed the FDA’s plan to prioritize enforcement of regulations prohibiting the sale of
9 flavored e-cigarette products and prohibiting the targeting of youth and minors.⁶⁰¹ The 2020
10 FDA Guidance focused on flavored e-cigarettes that appeal to children, including fruit and mint:
11 “[C]ompanies that do not cease manufacture, distribution and sale of unauthorized flavored
12 cartridge-based e-cigarettes . . . within 30 days risk FDA enforcement actions.”⁶⁰²

13 **4. The Government’s Efforts to Address the JUUL Crisis Were Too**
14 **Late and the Damage Has Already Been Done**

15 509. By the time the FDA acted, youth consumption of e-cigarettes had already
16 reached an all-time high, and the e-cigarette industry’s presence on social media became an
17 unstoppable force. The 2020 FDA Guidance acknowledges that two of the largest 2019 surveys
18 of youth cigarette use found that e-cigarette use had reached the highest levels ever recorded.⁶⁰³
19 By December 2019, there were over 2,500 reported cases of e-cigarette related hospitalization
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22 ⁶⁰⁰ *Enforcement Priorities for Electronic Nicotine Delivery Systems (ENDS) and Other Deemed*
23 *Products on the Market Without Premarket Authorization*, U.S. Food & Drug Admin. (Jan.
24 2020), <https://www.fda.gov/media/133880/download>; *Am. Academy of Pediatrics, et al. v.*
Food and Drug Admin. et al., 379 F. Supp. 3d 461, 496 (D. Md. 2019).

25 ⁶⁰¹ *Id.*

26 ⁶⁰² *FDA Finalizes Enforcement Policy on Unauthorized Flavored Cartridge-Based E-*
27 *Cigarettes That Appeal to Children, Including Fruit and Mint*, FDA News Release (Jan. 2,
2020), [https://www.fda.gov/news-events/press-announcements/fda-finalizes-enforcement-](https://www.fda.gov/news-events/press-announcements/fda-finalizes-enforcement-policy-unauthorized-flavored-cartridge-based-e-cigarettes-appeal-children)
[policy-unauthorized-flavored-cartridge-based-e-cigarettes-appeal-children](https://www.fda.gov/news-events/press-announcements/fda-finalizes-enforcement-policy-unauthorized-flavored-cartridge-based-e-cigarettes-appeal-children).

28 ⁶⁰³ *Enforcement Priorities for Electronic Nicotine Delivery Systems (ENDS) and Other Deemed*
Products on the Market Without Premarket Authorization, U.S. Food & Drug Admin. (Jan.
2020), <https://www.fda.gov/media/133880/download>

1 for lung injury, including over fifty confirmed deaths.⁶⁰⁴ Despite the FDA’s efforts between
2 2017 and 2019, youth consumption of e-cigarettes doubled among middle and high school
3 students over the same period.⁶⁰⁵ In 2019, the total number of middle and high school students
4 reporting current use of e-cigarettes surpassed five million for the first time in history.⁶⁰⁶

5 510. JLI’s presence on social media has also persisted, even without further initiation
6 by JLI—the hallmark of a successful viral marketing campaign. When the “#juul” hashtag was
7 first used on social media, it was a series of thirteen tweets on Twitter. By the time JLI
8 announced it would shut down its Instagram account, “#juul” had been featured in over 250,000
9 posts on Instagram. A study by Stanford University found that in the eight months after JLI
10 ceased all promotional postings, community posting accelerated, to nearly half a million posts.
11 Whereas before JLI exited Instagram, “#juul” appeared on average in 315 posts per day, that
12 number tripled to 1084 posts per day after JLI shut down its Instagram account.⁶⁰⁷

13 511. The FDA’s anti-e-cigarette campaign on social media was aimed at youth and
14 middle and high school students. The campaign used the slogan “The Real Cost” to educate
15 youth on social media platforms about the health impacts of e-cigarette consumption—the real
16 cost of using e-cigarettes. A recent study from the University of California Berkeley found that
17 since September 2018, when the FDA’s social media campaign began, the hashtag
18 “#TheRealCost” was used about fifty times per month on Instagram. By comparison, e-cigarette
19 related hashtags were used as many as 10,000 times more often. Despite the FDA’s social media
20 intervention, the number of e-cigarette related posts, and the median number of likes (a strong
21 metric of viewer engagement) the posts received, increased three-fold and six-fold,
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25 ⁶⁰⁴ Karen A. Cullen et al., E-cigarette Use Among Youth in the United States, 2019, 322
JAMA, 2095 (2019).

26 ⁶⁰⁵ *Id.*

27 ⁶⁰⁶ *Id.*

28 ⁶⁰⁷ Robert K. Jackler et al., *Rapid Growth of JUUL Hashtags After the Company Ceased Social
Media Promotion*, Stanford Research Into the Impact of Tobacco Advertising (July 22, 2019),
http://tobacco.stanford.edu/tobacco_main/publications/Hashtag_JUUL_Project_7-22-19F.pdf

1 respectively.⁶⁰⁸

2 512. In short, by the time the FDA reacted to the epidemic created by Defendants,
3 millions of youth were addicted to e-cigarettes and nicotine, and were sharing e-cigarette related
4 posts on social media on their own.

5 **I. JUUL Usage Increases the Risk of Cardiovascular, Pulmonary,**
6 **Neurological, and Other Bodily Injuries**

7 **1. JUUL Products Cause Acute and Chronic Lung (Pulmonary)**
8 **Injuries**

9 513. The use of e-cigarettes, including JUUL, cause significant lung toxicity⁶⁰⁹ and
10 have been implicated in multiple severe pathological lung injuries.

11 514. Recent studies have demonstrated that exposure to JUUL aerosol induces
12 oxidative stress, inflammation, epithelial barrier dysfunction, and DNA damage in lung cells.⁶¹⁰
13 An impaired epithelial barrier function allows greater passage of inhaled chemicals into the
14 body, increasing inflammation both locally in the lungs and systemically. This can lead to acute
15 and chronic lung injury as well as exposure to, and increased susceptibility to, respiratory
16 infections in users of e-cigarettes, including JUUL.⁶¹¹

17 515. Research has also demonstrated that ultrafine metal particles from heating
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21 ⁶⁰⁸ Julia Vassey, *#Vape: Measuring E-cigarette Influence on Instagram With Deep Learning*
22 *and Text Analysis*, 4 *Frontiers in Comm'n* 75 (2019),
<https://www.frontiersin.org/articles/10.3389/fcomm.2019.00075/full>

23 ⁶⁰⁹ Lauren F. Chun et al., *Pulmonary Toxicity of E-cigarettes*, 313 *Am. J. Physiol. Lung Cell*
24 *Mol. Physiol* L193 (May 18, 2017). <https://www.ncbi.nlm.nih.gov/pubmed/28522559>.

25 ⁶¹⁰ Thivanka Muthumalage, et al., *E-cigarette Flavored Pods Induce Inflammation, Epithelial*
26 *Barrier Dysfunction, and DNA Damage in Lung Epithelial Cells and Monocytes*, 9 *Scientific*
27 *Reports* 19035 (2019), <https://www.nature.com/articles/s41598-019-51643-6>.

28 ⁶¹¹ Laura E. Crotty Alexander et al. *Chronic Inhalation of E-cigarette Vapor Containing*
Nicotine Disrupts Airway Barrier Function and Induces Systemic Inflammation and
Multiorgan Fibrosis in Mice, 314 *Am. J. Physiol. Regul. Comp. Physiol.* R834 (2018),
<https://journals.physiology.org/doi/full/10.1152/ajpregu.00270.2017>; Pieter S. Hiemstra et al.,
The Innate Immune Function of Airway Epithelial Cells in Inflammatory Lung Disease, 45 *Eur.*
Respir. J. 1150 (2015), <https://erj.ersjournals.com/content/45/4/1150>

1 devices have been found in e-cigarette aerosol, and in e-cigarette user's lungs.⁶¹²

2 516. In addition, exposure to JUUL aerosol has been shown to significantly impair
3 endothelial function comparable to impairment of endothelial function caused by use of
4 combustible cigarettes.⁶¹³

5 517. It is well-established that endothelial dysfunction and injury from direct toxic
6 effects of inhalants such as cigarette smoke, can cause lung injuries such as chronic obstructive
7 pulmonary disease (COPD), emphysema, asthma and chronic bronchitis.⁶¹⁴

8 518. Recent epidemiological and toxicological studies detected links between asthma
9 frequency and e-cigarette use in adolescents and reported that vaporized e-liquids containing the
10 same flavor aldehydes found in JUUL induce inflammation in human respiratory epithelia.⁶¹⁵

11 519. A study published in December 2019, found that among individuals who never
12 smoked combustible cigarettes, current e-cigarette use was associated with 75% higher odds of
13 chronic bronchitis, emphysema, and COPD compared to those who never used e-cigarettes.⁶¹⁶

14 520. In addition, the flavoring compounds used in e-cigarettes such as JUUL, include
15 numerous chemicals known to be toxins if inhaled, such as diacetyl, acetyl propionyl, and
16 benzaldehyde. These chemicals are linked to serious lung disease.⁶¹⁷

18 ⁶¹² Alessandra Caporale et al., *Acute Effects of Electronic Cigarette Aerosol Inhalation on*
19 *Vascular Function Detected at Quantitative MRI*, 293 *Radiology* 97 (2019),
<https://www.ncbi.nlm.nih.gov/pubmed/31429679>

20 ⁶¹³ Poonam Rao et al., *Juul and Combusted Cigarettes Comparably Impair Endothelial*
21 *Function*, 6 *Tob. Regul. Sci.* 30 (2020).
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6953758/>

22 ⁶¹⁴ Francesca Polverino et al. *COPD as an Endothelial Disorder: Endothelial Injury Linking*
23 *Lesions in the Lungs and Other Organs?* 8 *Pulm. Circ.* 1 (2018),
<https://www.ncbi.nlm.nih.gov/pubmed/29468936>

24 ⁶¹⁵ Phillip W. Clapp and Ilona Jaspers, *Electronic Cigarettes: Their Constituents and Potential*
25 *Links to Asthma*, 79 *Curr Allergy Asthma Rep.* 17 (2017),
<https://www.ncbi.nlm.nih.gov/pubmed/28983782>

26 ⁶¹⁶ Albert D. Osei, et al., *Association Between E-Cigarette Use and Chronic Obstructive*
27 *Pulmonary Disease by Smoking Status: Behavioral Risk Factor Surveillance System 2016 and*
28 *2017*, 132 *Am. J. Prev. Med.* 949 (2019), <https://www.ncbi.nlm.nih.gov/pubmed/30853474>

⁶¹⁷ Centers for Disease Control & Prevention, *Flavorings-Related Lung Disease* (Oct. 3,
2017), <https://www.cdc.gov/niosh/topics/flavorings/default.html>; Won Hee Lee et al.,
Modeling Cardiovascular Risks of E-Cigarettes with Human-Induced Pluripotent Stem Cell-
Derived Endothelial Cells. 73 *J. Am. College of Cardiology* 2722 (2019),

1 521. A multitude of published case reports have linked e-cigarette use, including
2 JUUL, to a variety of acute inhalational lung injuries such as lipoid pneumonia, bronchiolitis
3 obliterans (popcorn lung), alveolar hemorrhage, eosinophilic pneumonia, hypersensitivity
4 pneumonitis, chemical pneumonitis and collapsed lungs, among others.

5 522. In 2012, one article reported on the case of a 42-year-old woman admitted with a
6 seven-month history of dyspnea, cough, and fevers that began when the patient had begun using
7 e-cigarettes. The authors hypothesized the source of lipoid pneumonia was e-cigarette use, due
8 to “glycerin-based oils found in e-cigarette nicotine vapor” added to “make the visual smoke
9 when the solution is vaporized.”⁶¹⁸

10 523. A 2014 report described a 20-year-old previously healthy U.S. active-duty male
11 sailor who presented with a three-day history of “persistent cough, shortness of breath, and
12 facial flushing” which began an hour after using an e-cigarette device. The patient was
13 diagnosed with acute eosinophilic pneumonia. The patient was given prednisone and discharged
14 after five days in the hospital, with improvement of his symptoms and significant resolution of
15 lung opacity.⁶¹⁹

16 524. In 2015, Atkins and Drescher reported the case of a 60-year-old man admitted
17 repeatedly with weakness, chills, cough, a fever, and hypoxemia, with “bilateral upper lung
18 zone crackles.” The patient revealed before each emergency room admittance he had used e-
19 cigarettes and was was diagnosed with “suspected acute hypersensitivity pneumonitis, related to
20 ENDS” and had no further episodes with cessation of e-cigarette use.

21 525. In another case in 2015, a 31-year-old woman was admitted to the hospital for
22 dyspnea and cough. The patient “became increasingly hypoxic and was intubated due to
23

24 <https://www.ncbi.nlm.nih.gov/pubmed/31146818>; Sheila Kaplan & Matt Richtel, *Mysterious*
25 *Vaping Illness That’s ‘Becoming an Epidemic,’* N.Y. Times (Aug. 31, 2019),
26 <https://www.nytimes.com/2019/08/31/health/vaping-marijuana-ecigarettes-sickness.html>

27 ⁶¹⁸ Lindsay McCauley et al., *An Unexpected Consequence of Electronic Cigarette Use*. 141
28 *Chest* 1110 (2012).

⁶¹⁹ Darshan Thota & Emi Latham, *Case Report of Electronic Cigarettes Possibly Associated*
with *Eosinophilic Pneumonitis in a Previously Healthy Active-duty Sailor*. 47 *J. Emerg. Med.*
15 (2014).

1 concerns of acute respiratory distress syndrome.” The patient was started on IV steroids and
2 diagnosed with lipoid pneumonia, given the close temporality of her recent initiation of e-
3 cigarettes three months prior to her onset of symptoms. The patient rapidly improved with
4 steroids and cessation of use of e-cigarettes⁶²⁰ A different published a case report in 2015
5 describes bilateral pneumonia and pleural effusions associated with e-cigarette use.⁶²¹

6 526. In 2016, another case report described the case of a 27-year-old otherwise
7 healthy man who was admitted to the hospital with dyspnea, cough, fever, and hemoptysis after
8 increasing use of e-cigarettes for seven months prior to presentation, initiated in an effort to
9 decrease his combustible tobacco dependence. The patient worsened and required intubation
10 and mechanical ventilator support. There were no notable findings on microorganism workup,
11 “making infectious etiology for his pneumonia very unlikely.”⁶²²

12 527. Also in January 2020, another article reported on a teenager who developed acute
13 fibrinous organizing pneumonia (AFOP) after using JUUL as well as other vaping products.
14 AFOP presents with diffuse ground glass infiltrates and intra-alveolar fibrin balls. Subpleural
15 sparing and pneumomediastinum described elsewhere in vaping associated lung injury were
16 also seen. The authors noted that this patient's presentation fit with existing literature, but his
17 young age, choice of e-cigarette, and lung pathology were considered unique. The images
18 characterized AFOP, a newly evolving rare lung pathology, which is now associated with
19 vaping.⁶²³

20 528. Additional published case reports and case series were published since 2016
21 noting serious and significant acute lung injuries associated with vaping or e-cigarette use.
22 Despite the increasing reports in the published medical literature and the widespread use of
23

24 ⁶²⁰ Sujal Modi et al., *Acute Lipiod Pneumonia Secondary to E-Cigarettes Use: An Unlikely*
Replacement for Cigarettes, 148 *Chest* 382 (2015).

25 ⁶²¹ Kendall Moore et al., *Bilateral Pneumonia and Pleural Effusions Subsequent to Electronic*
Cigarette Use, 3 *Open Journal of Emergency Medicine* 18 (2015).

26 ⁶²² Ronnie D. Mantilla et al., *Vapor Lung: Bronchiolitis Obliterans Organizing Pneumonia*
(BOOP) in Patient with E-Cigarette Use, 193 *Am. J. of Respiratory and Critical Care Med.*
27 A6513 (2016).

28 ⁶²³ Monica A. Lu et al., *Vaping-related Lung Injury in an Adolescent*, 201 *American J. of*
Respiratory & Critical Care Med. 481(2020).

1 JUUL among teenagers, JLI did not take any steps to warn the public and consumers of the risks
2 of JUUL products.

3 529. Over the summer of 2019, healthcare providers started to note an influx of acute
4 respiratory failure and a myriad of lung injuries in patients who were using e-cigarettes. This
5 prompted a Center for Disease Control (“CDC”) investigation of an outbreak of vaping
6 associated lung injuries. The reported injuries mirrored the injuries that had been reported in the
7 medical literature since 2012. In October 2019, the CDC issued treatment guidelines to assist
8 doctors in clinical practice. The CDC defined a new recognized medical condition referred to as
9 E-cigarette, or Vaping, Product Use Associated Lung Injury illnesses (EVALI).

10 530. Researchers noted that the recent proliferation of vaping-related cases, known as
11 EVALI, demonstrated a heterogeneous collection of pneumonitis patterns that include acute
12 eosinophilic pneumonia, organizing pneumonia, lipoid pneumonia, diffuse alveolar damage and
13 acute respiratory distress syndrome (ARDS), diffuse alveolar hemorrhage, hypersensitivity
14 pneumonitis, and the rare giant-cell interstitial pneumonitis. Active infection (which would
15 include live bacterial contamination of e-cigarette fluids) did not appear to explain the clinical
16 presentation, but acute toxic lung injury did seem to fit.⁶²⁴

17 531. Further, a recent publication in 2020 noted that there were almost 2000 cases of
18 EVALI at the time it was written. The authors further noted that Vitamin E acetate was one
19 possible cause of the recent outbreak but there may be more than one cause and therefore,
20 everyone should refrain from using any e-cigarette or vaping products.⁶²⁵

21 532. Another publication in January 2020 noted that there were a number of patients
22 who were diagnosed with EVALI who reported the use of nicotine only e-cigarettes. The
23 authors concluded that EVALI was also associated with nicotine only products.⁶²⁶

24
25 ⁶²⁴ David C. Christiani, *Vaping-Induced Injury*, 68 *New England J. Med.* 787 (2019).

26 ⁶²⁵ Sascha Ellington et al., *Update: Product, Substance-Use, and Demographic Characteristics*
27 *of Hospitalized Patients in a Nationwide Outbreak of E-cigarette, or Vaping, Product Use-*
28 *Associated Lung Injury—United States, August 2019–January 2020*, 69 *Morbidity and*
Mortality Weekly Rep. 44 (2020).

⁶²⁶ Isaac Ghinai et al., *Characteristics of Persons Who Report Using Only Nicotine-Containing*
Products Among Interviewed Patients with E-cigarette, or Vaping, Product Use-Associated

1 533. In addition, multiple reports have been published in the medical literature of
2 acute alveolar hemorrhage caused by e-cigarette use.⁶²⁷ Diffuse alveolar hemorrhage (DAH) is a
3 life-threatening disorder which refers to bleeding that originates in the pulmonary
4 microvasculature. It often results in acute respiratory failure.⁶²⁸ Hypersensitivity pneumonitis
5 has been linked to the use of e-cigarettes, such as JUUL, since 2015.⁶²⁹ In 2018, researchers
6 published the first reported case of hypersensitivity pneumonitis and acute respiratory distress
7 syndrome (ARDS) as a risk of e-cigarette use in an adolescent.⁶³⁰ Recent case reports have also
8 linked spontaneous pneumothorax (lung collapse) to vaping and use of e-cigarettes.^{631 632}

9 534. The multiple pathological lung injuries and toxicity associated with e-cigarette
10 use, including JUUL, can lead to acute respiratory failure, intubation with mechanic ventilation
11 and death.

12 535. It has been established that the use of e-cigarettes, including JUUL, can lead to
13 acute and chronic lung injuries such as EVALI, lipoid pneumonia, organizing pneumonia,
14 chemical pneumonitis, alveolar hemorrhage, bronchiolitis obliterans (popcorn lung),
15 pneumothorax, acute respiratory failure, acute respiratory distress syndrome (ARDS), asthma,
16 emphysema and COPD. Defendants never warned the public of the risk of serious acute and
17 chronic lung injuries that were associated with the use of e-cigarettes, including JUUL.

18 536. The failure to properly and adequately test the safety of JUUL prior to marketing
19

20 *Lung Injury - Illinois, August-December 2019*, 69 Morbidity and Mortality Weekly Rep. 84
(2020).

21 ⁶²⁷ Michael Agustin et al., *Diffuse Alveolar Hemorrhage Induced by Vaping*, 2018 Case Rep.
22 Pulmonol. 1 (2018); Peter J. Edmonds et al., *Vaping-induced Diffuse Alveolar Hemorrhage*, 29
23 Respiratory Med. Case Reports 1 (2020).

24 ⁶²⁸ Brandi R. Newsome & Juan E. Morales, *Diffuse Alveolar Hemorrhage*, 104 Southern Med.
25 J. 269 (2011).

26 ⁶²⁹ Graham Atkins et al., *Acute Inhalational Lung Injury Related to the Use of Electronic
27 Nicotine Delivery Systems (ENDS)*, 148 Chest 83A (2015).

28 ⁶³⁰ Casey G. Sommerfield et al., *Hypersensitivity Pneumonitis and Acute Respiratory Distress
Syndrome From E-Cigarette Use*, 141 Pediatrics 1 (2018).

⁶³¹ Alex Bonilla et al., *Recurrent Spontaneous Pneumothoraces and Vaping in an 18-year-
old Man: A Case Report and Review of the Literature*, 13 J. of Med. Case Reports 283
(2019), <https://doi.org/10.1186/s13256-019-2215-4>

⁶³² Munish Sharma et al., *A Case Report of Secondary Spontaneous Pneumothorax Induced by
Vape*, 11 Cureus e6067 (2019), <https://doi:10.7759/cureus.6067>

1 it to the public, including teenagers and young adults, and continuing in the face of the
2 onslaught of publications in the medical literature demonstrating an association with e-cigarette
3 use and significant lung injuries, amounts to a reckless disregard for public safety.

4 **2. JUUL Products Cause Cardiovascular Injuries**

5 537. In addition to severe lung injuries and addiction, JUUL products cause
6 significant and severe risks of cardiovascular injuries. Studies have shown that use of e-
7 cigarettes such as JUUL increase the risk of strokes and heart attacks.⁶³³

8 538. Research has demonstrated that e-cigarettes significantly increase blood pressure
9 and arterial stiffness, which also increases the risk of strokes and heart attacks.⁶³⁴ Further,
10 scientists have found that e-cigarettes cause oxidative stress, which leads to vascular disease and
11 damage, known risk factors for cardiovascular injuries.⁶³⁵

12 539. Biological and epidemiologic studies have found that significant associations
13 exist between e-cigarette use and myocardial infarctions (heart attacks), which appear to be
14 dose-dependent. Biological investigations support this association, whereby a prothrombotic
15 phenotype may develop after exposure to nicotine-containing e-cigarette vapors.⁶³⁶

16 540. Researcher Floridan Rader and others found that chronic e-cigarette users

17
18 ⁶³³ *E-cigarettes linked to higher risk of stroke, heart attack, diseased arteries*, American Stroke
19 Association News Release, Abstract 9, Session A2 (Jan. 30, 2019),
20 [https://newsroom.heart.org/news/e-cigarettes-linked-to-higher-risk-of-stroke-heart-attack-](https://newsroom.heart.org/news/e-cigarettes-linked-to-higher-risk-of-stroke-heart-attack-diseased-arteries)
21 [diseased-arteries](https://newsroom.heart.org/news/e-cigarettes-linked-to-higher-risk-of-stroke-heart-attack-diseased-arteries); Mohindar R. Vindhyaal et al., *Impact on Cardiovascular Outcomes Among*
22 *E-cigarette Users: A Review From National Health Interview Surveys*, 73 J. of the Am. College
23 of Cardiology Suppl. 2 (2019), www.onlinejacc.org/content/73/9_Supplement_2/11; Paul M.
24 Ndunda & Tabitha M. Muutu, *Electronic Cigarette Use is Associated with a Higher Risk of*
25 *Stroke*, 50 Int'l Stroke Conference 2019 Oral Abstracts: Community/Risk Factors, Suppl. 1,
26 Abst. 9, www.ahajournals.org/doi/10.1161/str.50.suppl_1.9.

27 ⁶³⁴ Charalambos Vlachopoulos et al., *Electronic Cigarette Smoking Increases Aortic Stiffness*
28 *and Blood Pressure in Young Smokers*, 67 J. Am. Coll. Cardiol. (2016).

⁶³⁵ Dennis Thompson, *Vaping May Hurt the Lining of Your Blood Vessels*, WebMD HealthDay
Reporter (May 28, 2019), [www.webmd.com/mental-health/addiction/news/20190528/vaping-](http://www.webmd.com/mental-health/addiction/news/20190528/vaping-may-hurt-the-lining-of-your-blood-vessels#1)
29 [may-hurt-the-lining-of-your-blood-vessels#1](http://www.webmd.com/mental-health/addiction/news/20190528/vaping-may-hurt-the-lining-of-your-blood-vessels#1); JUUL e-cigarettes and JUUL pods deliver
30 dangerous toxins and carcinogens to users. The ingredients in JUUL pods include glycerol,
31 propylene glycol, nicotine, benzoic acid, and flavoring chemicals. See What Are JUULpods?,
32 www.juul.com/learn/pods (last visited Mar. 9, 2020 8:25 PM).

⁶³⁶ Giuseppe Lippi & Emmanuel J. Falavero, *An Update on Biological and Clinical*
33 *Associations Between E-Cigarettes and Myocardial Infarction*, Semin. Thromb. Hemost.
34 (2019), <https://doi.org/10.1055/s-0039-3402451>.

1 demonstrated substantially impaired coronary microvascular endothelial function, even more
2 pronounced than that seen in chronic tobacco cigarette users. These findings also suggested that
3 chronic e-cigarette use leads to measurable and persistent adverse vascular effects that are not
4 directly related to nicotine.⁶³⁷

5 541. Talal Alzahrani found that daily e-cigarette use was associated with an increased
6 risk of myocardial infarction.⁶³⁸

7 542. A systematic review of the literature found that acute mainstream exposure to
8 aerosol from JUUL, or from previous generations of e-cigarettes using free-base nicotine,
9 impaired vascular function comparably to combusted cigarette smoke and delivered
10 considerably more nicotine to the blood on a per puff basis.⁶³⁹

11 543. The overarching conclusion from dozens of studies published in the past 8 years
12 is that use of e-cigarettes, including JUUL, increases the risk of cardiovascular injury which can
13 lead to strokes, heart attacks and death. JLI never warned the public or consumers of the serious
14 and significant risk of cardiovascular injuries associated with its products.

15 3. JUUL Products Cause and Contribute to Seizure(s)

16 544. On April 3, 2019 the FDA Center for Tobacco Products issued a Special
17 Announcement notifying the public of an increase in reports of tobacco-related seizures,
18 specifically relating to an increase in e-cigarette use, particularly among youth.⁶⁴⁰

19 545. Additionally, FDA Commissioner Gottlieb and the Principal Deputy
20 Commissioner Amy Abernethy issued a joint statement addressing the FDA's ongoing scientific
21 investigation of seizures following e-cigarette use as a potential safety issue in youth and young
22

23 ⁶³⁷ Florian Rader et al., E-Cigarette Use and Subclinical Cardiac Effects, medRxiv (preprint)
24 <https://doi.org/10.1101/2020.01.16.20017780> (2020).

25 ⁶³⁸ Talal Alzahrani et al., *Association Between Electronic Cigarette Use and Myocardial
Infarction*, 55 Am. J. Preventive Med. 455 (2018)

26 ⁶³⁹ Nicholas Buchanan et al. *Cardiovascular Risk of Electronic Cigarettes: A Review of
Preclinical and Clinical Studies*, 116 Cardiovascular Research 40 (2019)

27 ⁶⁴⁰ *Some E-cigarette Users Are Having Seizures, Most Reports Involving Youth and Young
Adults*, U.S. Food & Drug Administration (April 10, 2019), [https://www.fda.gov/tobacco-
28 products/ctp-newsroom/some-e-cigarette-users-are-having-seizures-most-reports-involving-
youth-and-young-adults](https://www.fda.gov/tobacco-products/ctp-newsroom/some-e-cigarette-users-are-having-seizures-most-reports-involving-youth-and-young-adults)

1 adults. The statement identifies seizures following e-cigarette use as a source of concern for the
2 FDA, adding that in addition to the 35 reported cases from 2010 to early 2019, the FDA
3 “recognize[s] that not all of the cases may be reported” due to their voluntary nature.⁶⁴¹

4 546. Symptomatic nicotine toxicity is a consequence of excessive vaping.⁶⁴² As the
5 FDA acknowledges in their statement, “seizures or convulsions are known potential side effects
6 of nicotine toxicity.”⁶⁴³ It is well-documented that nicotine poisoning can cause seizures,
7 including ingestion of e-cigarette fluid.⁶⁴⁴ Nicotine-induced seizure has long been considered a
8 possible side effect of long-term nicotine exposure.⁶⁴⁵ JUUL’s high nicotine content and
9 addictive nature cause JUUL users to be highly susceptible to seizures. Moreover, it has been
10 suggested that the use of e-cigarettes has been associated with an exacerbation of seizures in
11 individuals who are predisposed.⁶⁴⁶

12 547. Seizures following e-cigarette use are a significant cause for concern due to the
13 unnecessarily high levels of nicotine delivered, by design, via JUUL. As described herein, JLI
14 intentionally designed its products to deliver a higher amount of nicotine, particularly targeting
15 young people, and then failed to warn of the subsequent risks. JUUL devices were deliberately
16

17 ⁶⁴¹ Scott Gottlieb & Amy Abernethy, *Statement from FDA Commissioner Scott Gottlieb, M.D.,*
18 *and Principal Deputy Commissioner Amy Abernethy, M.D., Ph.D., on FDA’s Ongoing*
19 *Scientific Investigation of Potential Safety Issue Related to Seizures Reported Following E-*
20 *cigarette Use, Particularly in Youth and Young Adults* (April 3, 2019),
[https://www.fda.gov/news-events/press-announcements/statement-fda-commissioner-scott-](https://www.fda.gov/news-events/press-announcements/statement-fda-commissioner-scott-gottlieb-md-and-principal-deputy-commissioner-amy-abernethy-md-phd)
21 [gottlieb-md-and-principal-deputy-commissioner-amy-abernethy-md-phd](https://www.fda.gov/news-events/press-announcements/statement-fda-commissioner-scott-gottlieb-md-and-principal-deputy-commissioner-amy-abernethy-md-phd)

22 ⁶⁴² Adrienne Hughes et al., *An Epidemiologic and Clinical Description of E-cigarette Toxicity*,
57 *Clin. Toxicol.* 287 (2018), <https://doi.org/10.1080/15563650.2018.1510503>.

23 ⁶⁴³ *Some E-cigarette Users Are Having Seizures, Most Reports Involving Youth and Young*
24 *Adults*, U.S. Food & Drug Administration (April 10, 2019), [https://www.fda.gov/tobacco-](https://www.fda.gov/tobacco-products/ctp-newsroom/some-e-cigarette-users-are-having-seizures-most-reports-involving-youth-and-young-adults)
25 [products/ctp-newsroom/some-e-cigarette-users-are-having-seizures-most-reports-involving-](https://www.fda.gov/tobacco-products/ctp-newsroom/some-e-cigarette-users-are-having-seizures-most-reports-involving-youth-and-young-adults)
26 [youth-and-young-adults](https://www.fda.gov/tobacco-products/ctp-newsroom/some-e-cigarette-users-are-having-seizures-most-reports-involving-youth-and-young-adults)

27 ⁶⁴⁴ Gerdinique C. Maessen et al., *Nicotine Intoxication by E-cigarette Liquids: A Study of Case*
28 *Reports, Pathophysiology*, 58 *Clinical Toxicology* 1 (2020),
<https://www.tandfonline.com/doi/full/10.1080/15563650.2019.1636994>.

⁶⁴⁵ Lucinda L. Miner et al., *The Effect of Chronic Nicotine Treatment on Nicotine-induced*
Seizures, 95 *Psychopharmacology* 52 (2018), <https://doi.org/10.1007/BF00212766>.

⁶⁴⁶ Jessica D. Wharton et al. *Increased Seizure Frequency Temporally Related to Vaping:*
Where There’s Vapor, There’s Seizures? 104 *Pediatric Neurology* 66 (2020).

1 designed to deliver higher concentrations of nicotine per puff as compared to cigarettes, creating
2 the risk for addiction as well as the risk of seizure due to potentially toxic levels of nicotine
3 exposure.

4 548. JLI never warned the public or consumers of the risk of seizures associated with
5 the use of e-cigarettes including JUUL.

6 **4. Animal Studies Demonstrate Carcinogenic Potential of JUUL**

7 549. Several studies conducted on animals show a significant likelihood that JUUL
8 could cause cancer for users.

9 550. In 2017, a report by Donatella Canistro and others found that e-cigarettes induce
10 toxicological effects that can raise the risk of cancer.⁶⁴⁷ Similarly, a 2018 study measured the
11 DNA damage induced by nitrosamines in the organs (lung, bladder, and heart) of mice
12 subjected to e-cigarette vapor and concluded that e-cigarette vapor induces DNA damage in all
13 three organs and reduces DNA-repair functions and proteins in mouse lungs. They further found
14 that nicotine-derived nitrosamine ketone can induce the same effects and enhance mutational
15 susceptibility and tumorigenic transformation of cultured human bronchial epithelial and
16 urothelial cells (leading them to believe that vaping could contribute to heart disease and lung
17 and bladder cancer in humans).⁶⁴⁸ And in 2019, a report by Moon-shong Tang and others found
18 that exposure to e-cigarette vapor, induced lung adenocarcinoma and bladder urothelial
19 hyperplasia in mice.⁶⁴⁹

20 551. There is a likely association between e-cigarettes, including JUUL, and cancer.
21 Long term epidemiological studies will likely reveal an increased risk of cancer among this
22 generation of youth who were unwitting targets of JLI in complete and utter reckless disregard
23 for their safety.

25 ⁶⁴⁷ Donatella Canistro et al., *E-cigarettes Induce Toxicological Effects That Can Raise the*
26 *Cancer Risk*, 7 Scientific Reports 1 (2017).

27 ⁶⁴⁸ Hyun-Wook Lee et al., *E-cigarette Smoke Damages DNA and Reduces Repair Activity in*
28 *Mouse Heart, Lung, and Bladder as well as in Human Lung and Bladder Cells*, 115 PNAS
E1560 (2018).

⁶⁴⁹ Moon-shong Tang, et al., *Electronic-cigarette Smoke Induces Lung Adenocarcinoma and*
Bladder Urothelial Hyperplasia in Mice, 116 PNAS 21727 (2019).

1 **V. INTERSTATE AND INTRASTATE COMMERCE**

2 552. Defendants’ conduct as alleged herein has had a substantial effect on interstate
3 and intrastate commerce.

4 553. At all material times, Defendants participated in the manufacture, marketing,
5 promotion, distribution, and sale substantial amounts of JUUL products in a continuous and
6 uninterrupted flow of commerce across state and national lines and throughout the United States

7 554. Defendants’ conduct also had substantial intrastate effects in that, among other
8 things, JUUL products were advertised and sold in each state and the District of Columbia. At
9 least thousands of individuals in each state and the District of Columbia were impacted by
10 Defendants’ fraudulent, deceptive, and unfair conduct. As alleged below, absent Defendants’
11 unlawful conduct, Plaintiffs and class members within each state and the District of Columbia
12 would not have purchased JUUL products or would have paid less for them.

13 **VI. CLASS ACTION ALLEGATIONS**

14 555. Plaintiffs bring this action on behalf of themselves and, under Federal Rules of
15 Civil Procedure 23(a), (b)(2), (b)(3) and/or (c)(4), as representatives of classes defined as
16 follows:

17 **A. Nationwide Class**

18 556. The Nationwide Class is defined as:

19 All persons who purchased, in the United States, a JUUL e-
20 cigarette and/or JUUL pods.

21 **B. State Classes and Subclasses**

22 557. As an alternative or in addition to the Nationwide Class, Plaintiffs allege a
23 separate class for each State and the District of Columbia based upon the applicable laws set
24 forth in the alternate state law counts. Each class is defined as follows for the claims asserted
25 under a particular jurisdiction’s law:

26 558. The Alabama Subclass is defined as:

27 All persons who purchased, in Alabama, a JUUL e-cigarette and/or JUUL
28 pods.

559. The Alabama Direct Purchaser Subclass is defined as:

1 All persons who purchased, in Alabama, a JUUL e-cigarette and/or JUUL
2 pods directly from JUUL.

3 560. The Alaska Subclass is defined as:

4 All persons who purchased, in Alaska, a JUUL e-cigarette and/or JUUL
5 pods.

6 561. The Arizona Subclass is defined as:

7 All persons who purchased, in Arizona, a JUUL e-cigarette and/or JUUL
8 pods.

9 562. The Arkansas Subclass is defined as:

10 All persons who purchased, in Arkansas, a JUUL e-cigarette and/or JUUL
11 pods.

12 563. The California Subclass is defined as:

13 All persons who purchased, in California, a JUUL e-cigarette and/or
14 JUUL pods.

15 564. The Colorado Subclass is defined as:

16 All persons who purchased, in Colorado, a JUUL e-cigarette and/or JUUL
17 pods.

18 565. The Connecticut Subclass is defined as:

19 All persons who purchased, in Connecticut, a JUUL e-cigarette and/or
20 JUUL pods.

21 566. The Delaware Subclass is defined as:

22 All persons who purchased, in Delaware, a JUUL e-cigarette and/or JUUL
23 pods.

24 567. The District of Columbia Subclass is defined as:

25 All persons who purchased, in District of Columbia, a JUUL e-cigarette
26 and/or JUUL pods.

27 568. The Florida Subclass is defined as:

28 All persons who purchased, in Florida, a JUUL e-cigarette and/or JUUL
pods.

569. The Georgia Subclass is defined as:

All persons who purchased, in Georgia, a JUUL e-cigarette and/or JUUL
pods.

1 570. The Georgia Direct Purchaser Subclass is defined as:
2 All persons who purchased, in Georgia, a JUUL e-cigarette and/or JUUL
3 pods directly from JUUL.

4 571. The Hawaii Subclass is defined as:
5 All persons who purchased, in Hawaii, a JUUL e-cigarette and/or JUUL
6 pods.

7 572. The Idaho Subclass is defined as:
8 All persons who purchased, in Idaho, a JUUL e-cigarette and/or JUUL
9 pods.

10 573. The Illinois Subclass is defined as:
11 All persons who purchased, in Illinois, a JUUL e-cigarette and/or JUUL
12 pods.

13 574. The Illinois Direct Purchaser Subclass is defined as:
14 All persons who purchased, in Illinois, a JUUL e-cigarette and/or JUUL
15 pods directly from JUUL.

16 575. The Indiana Subclass is defined as:
17 All persons who purchased, in Indiana, a JUUL e-cigarette and/or JUUL
18 pods.

19 576. The Iowa Subclass is defined as:
20 All persons who purchased, in Iowa, a JUUL e-cigarette and/or JUUL
21 pods.

22 577. The Kansas Subclass is defined as:
23 All persons who purchased, in Kansas, a JUUL e-cigarette and/or JUUL
24 pods.

25 578. The Kentucky Subclass is defined as:
26 All persons who purchased, in Kentucky, a JUUL e-cigarette and/or JUUL
27 pods.

28 579. The Kentucky Direct Purchaser Subclass is defined as:
All persons who purchased, in Kentucky, a JUUL e-cigarette and/or JUUL
pods directly from JUUL.

580. The Louisiana Subclass is defined as:

1 All persons who purchased, in Louisiana, a JUUL e-cigarette and/or JUUL
2 pods.

3 581. The Maine Subclass is defined as:

4 All persons who purchased, in Maine, a JUUL e-cigarette and/or JUUL
5 pods.

6 582. The Maryland Subclass is defined as:

7 All persons who purchased, in Maryland, a JUUL e-cigarette and/or JUUL
8 pods.

9 583. The Massachusetts Subclass is defined as:

10 All persons who purchased, in Massachusetts, a JUUL e-cigarette and/or
11 JUUL pods.

12 584. The Michigan Subclass is defined as:

13 All persons who purchased, in Michigan, a JUUL e-cigarette and/or JUUL
14 pods.

15 585. The Minnesota Subclass is defined as:

16 All persons who purchased, in Minnesota, a JUUL e-cigarette and/or
17 JUUL pods.

18 586. The Mississippi Subclass is defined as:

19 All persons who purchased, in Mississippi, a JUUL e-cigarette and/or
20 JUUL pods

21 587. The Missouri Subclass is defined as:

22 All persons who purchased, in Missouri, a JUUL e-cigarette and/or JUUL
23 pods.

24 588. The Montana Subclass is defined as:

25 All persons who purchased, in Montana, a JUUL e-cigarette and/or JUUL
26 pods.

27 589. The Nebraska Subclass is defined as:

28 All persons who purchased, in Nebraska, a JUUL e-cigarette and/or JUUL
pods.

590. The Nevada Subclass is defined as:

All persons who purchased, in Nevada, a JUUL e-cigarette and/or JUUL
pods.

1 591. The New Hampshire Subclass is defined as:

2 All persons who purchased, in New Hampshire, a JUUL e-cigarette and/or
3 JUUL pods.

4 592. The New Jersey Subclass is defined as:

5 All persons who purchased, in New Jersey, a JUUL e-cigarette and/or
6 JUUL pods.

7 593. The New Mexico Subclass is defined as:

8 All persons who purchased, in New Mexico, a JUUL e-cigarette and/or
9 JUUL pods.

10 594. The New York Subclass is defined as:

11 All persons who purchased, in New York, a JUUL e-cigarette and/or
12 JUUL pods.

13 595. The New York Direct Purchaser Subclass is defined as:

14 All persons who purchased, in New York, a JUUL e-cigarette and/or
15 JUUL pods directly from JUUL.

16 596. The North Carolina Subclass is defined as:

17 All persons who purchased, in North Carolina, a JUUL e-cigarette and/or
18 JUUL pods.

19 597. The North Dakota Subclass is defined as:

20 All persons who purchased, in North Dakota, a JUUL e-cigarette and/or
21 JUUL pods.

22 598. The Ohio Subclass is defined as:

23 All persons who purchased, in Ohio, a JUUL e-cigarette and/or JUUL
24 pods.

25 599. The Ohio Direct Purchaser Subclass is defined as:

26 All persons who purchased, in Ohio, a JUUL e-cigarette and/or JUUL
27 pods directly from JUUL.

28 600. The Oklahoma Subclass is defined as:

All persons who purchased, in Oklahoma, a JUUL e-cigarette and/or
JUUL pods.

601. The Oregon Subclass is defined as:

1 All persons who purchased, in Oregon, a JUUL e-cigarette and/or JUUL
2 pods.

3 602. The Oregon Direct Purchaser Subclass is defined as:

4 All persons who purchased, in Oregon, a JUUL e-cigarette and/or JUUL
5 pods directly from JUUL.

6 603. The Pennsylvania Subclass is defined as:

7 All persons who purchased, in Pennsylvania, a JUUL e-cigarette and/or
8 JUUL pods.

9 604. The Rhode Island Subclass is defined as:

10 All persons who purchased, in Rhode Island, a JUUL e-cigarette and/or
11 JUUL pods.

12 605. The South Carolina Subclass is defined as:

13 All persons who purchased, in South Carolina, a JUUL e-cigarette and/or
14 JUUL pods.

15 606. The South Dakota Subclass is defined as:

16 All persons who purchased, in South Dakota, a JUUL e-cigarette and/or
17 JUUL pods.

18 607. The Tennessee Subclass is defined as:

19 All persons who purchased, in Tennessee, a JUUL e-cigarette and/or
20 JUUL pods.

21 608. The Tennessee Direct Purchaser Subclass is defined as:

22 All persons who purchased, in Tennessee, a JUUL e-cigarette and/or
23 JUUL pods directly from JUUL.

24 609. The Texas Subclass is defined as:

25 All persons who purchased, in Texas, a JUUL e-cigarette and/or JUUL
26 pods.

27 610. The Utah Subclass is defined as:

28 All persons who purchased, in Utah, a JUUL e-cigarette and/or JUUL
pods.

All persons who purchased, in Vermont, a JUUL e-cigarette and/or JUUL
pods.

1 612. The Vermont Direct Purchaser Subclass is defined as:

2 All persons who purchased, in Vermont, a JUUL e-cigarette and/or JUUL
3 pods directly from JUUL.

4 613. The Virginia Subclass is defined as:

5 All persons who purchased, in Virginia, a JUUL e-cigarette and/or JUUL
6 pods.

7 614. The Washington Subclass is defined as:

8 All persons who purchased, in Washington, a JUUL e-cigarette and/or
9 JUUL pods.

10 615. The Washington Direct Purchaser Subclass is defined as:

11 All persons who purchased, in Washington, a JUUL e-cigarette and/or
12 JUUL pods directly from JUUL.

13 616. The West Virginia Subclass is defined as:

14 All persons who purchased, in West Virginia, a JUUL e-cigarette and/or
15 JUUL pods.

16 617. The Wisconsin Subclass is defined as:

17 All persons who purchased, in Wisconsin, a JUUL e-cigarette and/or
18 JUUL pods.

19 618. The Wisconsin Direct Purchaser Subclass is defined as:

20 All persons who purchased, in Wisconsin, a JUUL e-cigarette and/or
21 JUUL pods directly from JUUL.

22 619. The Wyoming Subclass is defined as:

23 All persons who purchased, in Wyoming, a JUUL e-cigarette and/or JUUL
24 pods.

25 **C. Class Exclusions**

26 620. The following persons and entities are excluded from the proposed classes:

27 Defendants, their employees, co-conspirators, officers, directors, legal representatives, heirs,
28 successors and wholly or partly owned subsidiaries or affiliated companies; class counsel and
their employees; and the judicial officers and their immediate family members and associated
court staff assigned to this case.

1 **D. Rule 23 Prerequisites**

2 621. Each of the proposed classes meets the requirements of Federal Rules of Civil
3 Procedure 23(a), (b)(2), (b)(3) and/or (c)(4).

4 622. The members of each class are so numerous that joinder is impracticable. Each
5 class includes at least thousands of members. Members of the classes are widely dispersed
6 throughout the country and/or each respective state.

7 623. Plaintiffs’ claims are typical of the claims of all class members. Plaintiffs’ claims
8 arise out of the same common course of conduct that gives rise to the claims of the other class
9 members. Plaintiffs and all class members were and will continue to be damaged by the same
10 wrongful conduct—*i.e.*, Defendants’ scheme to engage in fraudulent and unfair business
11 practices regarding the marketing and sale of JUUL products, including the marketing of such
12 products to minors.

13 624. Plaintiffs will fairly and adequately protect and represent the interests of the
14 classes. Plaintiffs’ interests are coincident with, and not antagonistic to, those of the classes.

15 625. Plaintiffs are represented by counsel who are experienced and competent in the
16 prosecution of class action litigation and have particular expertise with consumer class actions
17 and cases in the tobacco industry.

18 626. Questions of law and fact common to the classes include:

- 19 a. Whether the advertising for JUUL products was misleading,
20 fraudulent, deceptive, unfair and/or unconscionable;
- 21 b. Whether the targeting of minors in the marketing and sale of JUUL
22 products was unfair and/or unconscionable;
- 23 c. Whether Defendants have been unjustly enriched through the false,
24 misleading and deceptive advertising of JUUL products and the
25 marketing and sale of JUUL products to minors;
- 26 d. Whether JUUL products were merchantable condition when sold,
27 were defective when sold, and possessed the most basic degree of
28 fitness for ordinary use;
- e. Whether Defendants’ conduct violated the Magnuson-Moss
 Warranty Act, 15 U.S.C. §§ 2301, *et seq.*;

- f. Whether Defendants' conducted an enterprise in violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961, *et seq.*;
- g. The amount of damages owed the classes;
- h. The appropriate measure of disgorgement; and
- i. The type and format of injunctive relief.

627. Questions of law and fact common to members of each class will predominate over any questions that may affect only individual class members because Defendants have acted on grounds generally applicable to members of the classes.

628. Class treatment is a superior method for the fair and efficient adjudication of the controversy because, among other things, class treatment will permit a large number of similarly situated persons to prosecute their common claims in a similar forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort, and expense that numerous individual actions would engender. The benefits of proceeding through the class mechanism, including providing injured persons and entities with a means of obtaining redress on claims that might not be practicable to pursue individually, substantially outweigh any difficulties that may arise in the management of this class action.

629. Class treatment is also manageable, and Plaintiffs know of no management difficulties that would preclude class certification in this.

630. Plaintiffs reserve the right to seek to certify common questions related to Defendants' knowledge, conduct, products, and duties.

VII. CAUSES OF ACTION

A. Causes of Action Brought on Behalf of the Nationwide Class and the California Subclass

631. Plaintiffs bring each of the claims in this Section on behalf of the Nationwide Class and, in the alternative, on behalf of the California Class.

1. Violation of the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*)

632. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

1 633. This claim is brought against JLI and, for certain claims as noted below, all
2 Defendants.

3 634. JLI is a “person” under Cal. Bus. & Prof. Code § 17201.

4 635. Plaintiffs and class members purchased JUUL products for personal purposes.

5 636. Defendants created and implemented a scheme to create a market for e-cigarettes
6 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
7 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
8 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
9 misrepresenting or omitting key facts concerning JUUL products’ nicotine content and doses,
10 addictiveness, and significant risks of substantial physical injury from using JUUL products.

11 637. Advertisements and representations for JUUL products contained deceptive
12 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
13 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
14 cigarettes. The advertisements and JLI’s public statements portrayed JUUL products as safe or
15 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
16 decades, JLI used third parties and word of mouth to spread false and misleading information
17 about JUUL products.

18 638. Advertisements and representations for JUUL products concealed and failed to
19 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
20 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
21 addictive, posed significant risks of substantial physical injury resulting from the use of the
22 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
23 consumed through a pack of combustible cigarettes.

24 639. The labels on JUUL products failed to disclose that the products posed
25 significant risks of substantial physical injury resulting from the use of the products. The labels
26 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

27 640. The omissions were misleading and deceptive standing alone and were
28 particularly deceptive in light of JLI’s advertising of its products as reasonable alternatives to

1 cigarettes, and other representations.

2 641. JLI's conduct was unfair and unconscionable in that it included (i) the
3 manufacture and sale of products with a heightened propensity to cause addiction and physical
4 injuries and (ii) misrepresentations and omissions of material facts concerning the
5 characteristics and safety of JUUL products that offended public policy; were immoral,
6 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
7 substantial harm that greatly outweighs any possible utility from the conduct.

8 642. JLI's conduct was fraudulent and deceptive because the misrepresentations and
9 omissions at issue were likely to, and in fact did, deceive reasonable consumers, including the
10 Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to their
11 purchasing decisions that JUUL's products (i) were not smoking cessation devices, (ii) were not
12 reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-delivery
13 mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily
14 injury resulting from the use of the products, and (vi) that the nicotine consumed through one
15 JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes, and (vi)
16 that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a
17 pack of combustible cigarettes. Knowledge of these facts would have been a substantial factor
18 in Plaintiffs' and class members' decisions to purchase JUUL products.

19 643. JLI owed Plaintiffs and class members a duty to disclose these facts because they
20 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
21 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
22 facts; because the facts would be material to reasonable consumers; because JLI actively
23 concealed them; because JLI intended for consumers to rely on the omissions in question;
24 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
25 made partial representations concerning the same subject matter as the omitted facts.

26 644. As set forth in the allegations concerning each Plaintiff in Appendix A, in
27 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
28 Reasonable consumers would have been expected to have relied on the misrepresentations and

1 omissions.

2 645. JLI's conduct was also unlawful in that it violated the following statutes:
3 Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961, *et seq.*; the Magnuson-
4 Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq.*; Cal. Bus. & Prof. Code § 22963(a); and Cal.
5 Penal Code § 308(a)(1)(A).

6 646. JLI and the Management Defendants engaged in fraudulent and deceptive
7 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
8 products were appropriate for minors, when in fact the products never should have been
9 marketed to minors and are especially harmful to minors due to the potent and addictive
10 nicotine doses, addictive qualities, and health risks.

11 647. All Defendants engaged in conduct that is unfair and unconscionable because the
12 targeting of minors offends public policy (in particular Cal. Bus. & Prof. Code § 22963(a) and
13 Cal. Penal Code § 308(a)(1)(A)) is immoral, unethical, oppressive, outrageous, unscrupulous,
14 and substantially injurious; and has caused substantial harm that greatly outweighs any possible
15 utility from the conduct.

16 648. As alleged above, all Defendants participated and/or facilitated the marketing of
17 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
18 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
19 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
20 use of JUUL products by minors continues to rise.

21 649. Defendants' conduct actually and proximately caused Plaintiffs and class
22 members to lose money or property. Absent Defendants' unfair and fraudulent conduct,
23 Plaintiffs and class members would have behaved differently and would not have purchased
24 JUUL products or would have paid less for them. Defendants' misrepresentations and omissions
25 induced Plaintiffs and class members to purchase JUUL products they would not otherwise have
26 purchased and enter into purchase contracts they would not otherwise have entered into. In
27 addition, class members who are minors are entitled to full repayment of the amounts they spent
28 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—

1 restitution, injunctive relief, and reasonable attorneys’ fees, as well as any other relief the Court
2 may deem just or proper.

3 **2. Violation of the California Consumer Legal Remedies Act (Cal. Civ.
4 Code § 1750, *et seq.*)**

5 650. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

6 651. This claim is brought against JLI.

7 652. JLI is a “person” under Cal. Civ. Code § 1761.

8 653. Plaintiffs and class members are “consumers” under Cal. Civ. Code § 1761 and
9 purchased JUUL products for personal purposes.

10 654. JUUL products are “goods” under Cal. Civ. Code § 1761.

11 655. Defendants created and implemented a scheme to create a market for e-cigarettes
12 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
13 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
14 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
15 misrepresenting or omitting key facts concerning JUUL products’ nicotine content and doses,
16 addictiveness, and significant risks of substantial physical injury from using JUUL products.

17 656. Advertisements and representations for JUUL products contained deceptive
18 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
19 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
20 cigarettes. The advertisements and JLI’s public statements portrayed JUUL products as safe or
21 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
22 decades, JLI used third parties and word of mouth to spread false and misleading information
23 about JUUL products and word of mouth to spread false and misleading information about
24 JUUL products.

25 657. Advertisements and representations for JUUL products concealed and failed to
26 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
27 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
28 addictive, posed significant risks of substantial physical injury resulting from the use of the

1 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
2 consumed through a pack of combustible cigarettes, and that the nicotine consumed through one
3 JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes.

4 658. The labels on JUUL products failed to disclose that the products posed
5 significant risks of substantial physical injury resulting from the use of the products. The labels
6 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

7 659. The omissions were misleading and deceptive standing alone and were
8 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
9 cigarettes and other representations.

10 660. JLI's conduct constituted the following prohibited fraudulent, deceptive, and
11 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
12 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
13 products are of a particular standard, quality, or grade, or that goods are of a particular style or
14 model, when they are not; (c) advertising goods or services with intent not to sell them as
15 advertised; and (d) misrepresenting that the subject of a transaction has been supplied in
16 accordance with a previous representation when it has not.

17 661. JLI's conduct was likely to, and in fact did, deceive reasonable consumers,
18 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
19 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
20 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
21 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
22 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
23 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
24 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
25 Plaintiffs' and class members' decisions to purchase JUUL products.

26 662. JLI owed Plaintiffs and class members a duty to disclose these facts because they
27 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
28 other than Plaintiffs and class members), who had exclusive and superior knowledge of the

1 facts; because the facts would be material to reasonable consumers; because JLI actively
2 concealed them; because JLI intended for consumers to rely on the omissions in question;
3 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
4 made partial representations concerning the same subject matter as the omitted facts.

5 663. As set forth in the allegations concerning each Plaintiff in Appendix A, in
6 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
7 Reasonable consumers would have been expected to have relied on the misrepresentations and
8 omissions.

9 664. Defendants' conduct actually and proximately caused actual damages to
10 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
11 class members would have behaved differently and would not have purchased JUUL products
12 or would have paid less for them. Defendants' misrepresentations and omissions induced
13 Plaintiffs and class members to purchase JUUL products they would not otherwise have
14 purchased and enter into purchase contracts they would not otherwise have entered into. In
15 addition, class members who are minors are entitled to full repayment of the amounts they spent
16 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
17 actual damages, punitive damages, injunctive relief, reasonable attorneys' fees, and restitution,
18 as well as any other relief the Court may deem just or proper.

19 665. Plaintiffs have complied or substantially complied with all applicable notice
20 requirements.

21 **3. Violation of the California False Advertising Law (Cal. Bus. & Prof.**
22 **Code § 17500, et seq.)**

23 666. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

24 667. This claim is brought against JLI.

25 668. JUUL intended to directly and indirectly sell JUUL products. JUUL induced
26 consumers to buy JUUL products and made and disseminated, and caused to be made and
27 disseminated, from California misrepresentations and omissions that were untrue and
28 misleading.

1 669. Defendants knew or should have known that their misrepresentations and/or
2 omissions were false and misleading, and intended for consumers to rely on such
3 misrepresentations and omissions.

4 670. The misrepresentations and omissions were likely to, and in fact did, deceive
5 reasonable consumers, including the Plaintiffs. Reasonable consumers, including the Plaintiffs,
6 would have found it material to their purchasing decisions that JUUL's products (i) were not
7 smoking cessation devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii)
8 were extremely potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed
9 unreasonable risks of substantial bodily injury resulting from the use of the products, and (vi)
10 that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a
11 pack of combustible cigarettes. Knowledge of these facts would have been a substantial factor
12 in Plaintiffs' and class members' decisions to purchase JUUL products.

13 671. JLI owed Plaintiffs and class members a duty to disclose these facts because they
14 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
15 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
16 facts; because the facts would be material to reasonable consumers; because JLI actively
17 concealed them; because JLI intended for consumers to rely on the omissions in question;
18 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
19 made partial representations concerning the same subject matter as the omitted facts.

20 672. As set forth in the allegations concerning each Plaintiff in Appendix A, in
21 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
22 Reasonable consumers would have been expected to have relied on the misrepresentations and
23 omissions.

24 673. JUUL's conduct actually and proximately caused loss of money or property by
25 Plaintiffs and class members. Absent JUUL's conduct, Plaintiffs and class members would have
26 behaved differently and would not have purchased JUUL products or would have paid less for
27 them. JUUL's misrepresentations and omissions induced Plaintiffs and class members to
28 purchase JUUL products they would not otherwise have purchased and enter into purchase

1 contracts they would not otherwise have entered into. In addition, class members who are
2 minors are entitled to full repayment of the amounts they spent on JUUL products. Plaintiffs
3 seek—on behalf of themselves and each member of the class—restitution and injunctive relief,
4 as well as any other relief the Court may deem just or proper.

5 **4. Common Law Fraud**

6 674. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

7 675. This claim is brought against JLI.

8 676. JUUL created and implemented a scheme to create a market for e-cigarettes and
9 substantially increase sales of JUUL through a pervasive pattern of false and misleading
10 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
11 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
12 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
13 addictiveness, and significant risks of substantial physical injury from using JUUL products.

14 677. Advertisements and representations for JUUL products contained deceptive
15 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
16 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
17 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
18 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
19 decades, JLI used third parties and word of mouth to spread false and misleading information
20 about JUUL products.

21 678. Advertisements and representations for JUUL products concealed and failed to
22 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
23 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
24 addictive, posed significant risks of substantial physical injury resulting from the use of the
25 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
26 consumed through a pack of combustible cigarettes.

27 679. The labels on JUUL products failed to disclose that the products posed
28 significant risks of substantial physical injury resulting from the use of the products. The labels

1 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

2 680. The omissions were misleading and deceptive standing alone and were
3 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
4 cigarettes and other representations.

5 681. JLI's conduct was fraudulent and deceptive because its misrepresentations and
6 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
7 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
8 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
9 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
10 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
11 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
12 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
13 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
14 Plaintiffs' and class members' decisions to purchase JUUL products.

15 682. JLI owed Plaintiffs and class members a duty to disclose these facts because they
16 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
17 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
18 facts; because the facts would be material to reasonable consumers; because JUUL products
19 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
20 representations concerning the same subject matter as the omitted facts.

21 683. As set forth in the allegations concerning each Plaintiff in Appendix A, in
22 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
23 and/or omissions. Reasonable consumers would have been expected to have relied on the
24 misrepresentations and omissions.

25 684. Defendants knew or should have known that their misrepresentations and/or
26 omissions were false and misleading, and intended for consumers to rely on such
27 misrepresentations and omissions.

28 685. JUUL's conduct actually and proximately caused damages to Plaintiffs and class

1 members. Absent JUUL’s conduct, Plaintiffs and class members would have behaved
2 differently and would not have purchased JUUL products or would have paid less for them.
3 JUUL’s misrepresentations and omissions induced Plaintiffs and class members to purchase
4 JUUL products they would not otherwise have purchased and enter into purchase contracts they
5 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
6 member of the class damages in an amount to be proven at trial, as well as any other relief the
7 Court may deem just or proper.

8 **5. Breach of the Implied Warranty of Merchantability**

9 686. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

10 687. This claim is brought against JLI.

11 688. JLI has at all times been a merchant with respect to the products which were sold
12 to Plaintiff and the class and was in the business of selling such products.

13 689. Each JUUL product sold comes with an implied warranty that it will
14 merchantable and fit for the ordinary purpose for which it would be used. Cal Comm. Code
15 § 2314. JLI has breached its implied warranty of merchantability because its products were not
16 in merchantable condition when sold, were defective when sold, did not conform to the
17 promises and affirmations of fact made on the products’ containers or labels, and/or do not
18 possess even the most basic degree of fitness for ordinary use.

19 690. The ordinary intended purpose of JUUL products—and the purpose for which
20 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL’s
21 products are not fit for that use—or any other use—because they (i) were not smoking cessation
22 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
23 potent nicotine-delivery mechanisms, (iv) were powerfully .addictive, and (v) posed
24 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL’s
25 products are not fit for their ordinary, intended use as either cigarette replacement devices or
26 recreation smoking devices.

27 691. Plaintiffs and each member of the class have had sufficient direct dealings with
28 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized

1 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
2 each member of the class, on the other hand.

3 692. Further, Plaintiffs and each member of the class were third-party beneficiaries of
4 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
5 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
6 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
7 the express purpose an intent of being sold to consumers.

8 693. Plaintiffs and the members of the class were injured as a direct and proximate
9 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
10 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
11 because, had they been aware of the unmerchantable condition of JUUL products, they would
12 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
13 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

14 694. JUUL was provided notice of these issues by numerous complaints filed against
15 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
16 individual letters and communications sent by consumers before or within a reasonable amount
17 of time after they discovered or should have discovered that's JUUL product were defective and
18 unmerchantable.

19 **6. Unjust Enrichment**

20 695. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

21 696. This claim is brought against JLI and the Management Defendants.

22 697. Defendants created and implemented a scheme to create a market for e-cigarettes
23 and substantially increase sales of JUUL products through a pervasive pattern of false and
24 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
25 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
26 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
27 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
28 products.

1 698. Defendants were unjustly enriched as a result of their wrongful conduct,
2 including through the false and misleading advertisements and omissions regarding (i) whether
3 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
4 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
5 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
6 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
7 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
8 enriched through their scheme of marketing their products to minors. Cal. Bus. & Prof. Code
9 § 22963(a) prohibits the marketing and sale of JUUL products to minors, and Cal. Penal Code
10 § 308(a)(1)(A) makes doing so a criminal violation.

11 699. Defendants requested and received a measurable benefit at the expense of
12 Plaintiffs and class members in the form of payment for JUUL products.

13 700. Defendants appreciated, recognized, and chose to accept the monetary benefits
14 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
15 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

16 701. There is no justification for Defendants' enrichment. It would be inequitable,
17 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
18 benefits were procured as a result of their wrongful conduct.

19 702. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
20 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
21 with Defendant.

22 703. Plaintiffs plead this claim separately as well as in the alternative to their other
23 claims, as without such claims they would have no adequate legal remedy.

24 **B. Violations of the Racketeer Influenced and Corrupt Organizations Act**
25 **("RICO") (18 U.S.C. § 1962(c))**

26 704. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

27 705. This claim is brought by Plaintiffs against Defendants JLI, Monsees, Bowen,
28 Pritzker, Huh, Valani, and Altria (the "RICO Defendants") for actual damages, treble damages,

1 and equitable relief under 18 U.S.C. § 1964 for violations of 18 U.S.C. § 1961, et seq. For ease
2 of reference, Defendants JLI, Monsees, Bowen, Pritzker, Huh, and Valani are referred to below
3 as the “Early Enterprise Defendants.”

4 706. At all relevant times, each RICO Defendant is and has been a “person” within the
5 meaning of 18 U.S.C. § 1961(3), because they are capable of holding, and do hold, “a legal or
6 beneficial interest in property.”

7 707. Plaintiffs are each a “person,” as that term is defined in 18 U.S.C. § 1961(3), and
8 have standing to sue as they were and are injured in their business and/or property as a result of
9 the RICO Defendants’ wrongful conduct described herein.

10 708. Section 1962(c) makes it “unlawful for any person employed by or associated
11 with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce,
12 to conduct or participate, directly or indirectly, in the conduct of such enterprise’s affairs
13 through a pattern of racketeering activity” 18 U.S.C. § 1962(c).

14 709. Section 1962(d) makes it unlawful for “any person to conspire to violate”
15 Section 1962(c), among other provisions. See 18 U.S.C. § 1962(d).

16 710. Each RICO Defendant conducted the affairs of an enterprise through a pattern of
17 racketeering activity, in violation of 18 U.S.C. § 1962(c) and § 1962(d).

18 711. Plaintiffs demand the applicable relief set forth in the Prayer for Relief below.

19 **1. Description of the Nicotine Market Expansion Enterprise**

20 712. RICO defines an enterprise as “any individual, partnership, corporation,
21 association, or other legal entity, and any union or group of individuals associated in fact
22 although not a legal entity.” 18 U.S.C. § 1961(4).

23 713. Under 18 U.S.C. § 1961(4) a RICO “enterprise” may be an association-in-fact
24 that, although it has no formal legal structure, has (i) a common purpose, (ii) relationships
25 among those associated with the enterprise, and (iii) longevity sufficient to pursue the
26 enterprise’s purpose. *See Boyle v. United States*, 556 U.S. 938, 946 (2009).

27 714. The RICO Defendants formed an association-in-fact enterprise—the Nicotine
28 Market Expansion Enterprise. The Nicotine Market Expansion Enterprise exists separately from

1 the otherwise legitimate business operations of JLI, Altria, or the investment companies with
2 which Defendants Pritzker, Huh, and Valani are affiliated. Rather, the Enterprise is an ongoing
3 and continuing business organization consisting of “persons” within the meaning of 18 U.S.C.
4 § 1961(3) that created and maintained systematic links for a more nefarious common purpose:
5 maintaining and expanding the number of nicotine-addicted e-cigarette users in order to ensure
6 a steady and growing customer base, including by maintaining and expanding JLI’s massive,
7 and ill-gotten, share of the e-cigarette market.

8 715. The Early Enterprise Defendants and non-defendant Veratad Technologies LLC
9 (“Veratad”) formed the Nicotine Market Expansion Enterprise by at least 2015, when the Early
10 Enterprise Defendants prepared to launch the JUUL e-cigarette and capture and grow a market
11 of nicotine-addicted users that would serve as customers for life.

12 716. As tobacco companies have long known, profitable growth requires a pipeline of
13 “replacement smokers” or vapers. For that reason and others, Defendant Altria joined the
14 Nicotine Market Expansion Enterprise in the Spring of 2017. The Early Enterprise Defendants,
15 for their part, eagerly invited Altria into the fold—they needed allies and resources to further
16 their Enterprise, and, despite their public statements to the contrary, sought to be a part of the
17 tobacco industry.

18 717. When Altria joined the Nicotine Market Expansion Enterprise, it shared the
19 Early Enterprise Defendants’ common purpose: maintaining and expanding the number of
20 nicotine-addicted e-vapor users in order to ensure a steady and growing customer base. Among
21 Altria’s motivations for pursuing this common purpose was access to JLI’s customer base that
22 would serve as Altria’s pipeline of “replacement smokers” or vapers.

23 718. The Nicotine Market Expansion Enterprise involved a growing membership and
24 changed its shape to fit its current needs, adding members when necessary and eliminating them
25 when they became obsolete. From 2015 through 2017, the Enterprise consisted of the Early
26 Enterprise Defendants and non-defendant Veratad. In the Spring of 2017, Defendant Altria
27 joined the Nicotine Market Expansion Enterprise. Non-defendant member Veratad would leave
28 the Enterprise sometime in 2018 when it stopped coordinating with Defendant JLI. Each Early

1 Enterprise Defendant is liable for the predicate acts of the enterprise committed no later than its
2 formation in 2015, and Defendant Altria is liable for the predicate acts of the enterprise
3 committed no later than when it joined the Enterprise in Spring 2017.

4 719. As described above, the Early Enterprise Defendants established an ongoing
5 relationship through, among other connections, Defendants' Pritzker, Huh, and Valani's
6 investment in JLI; Defendants' Bowen, Monsees, Pritzker, Huh, and Valani's control of the JLI
7 Board of Directors; the Early Enterprise Defendants' assumption of "final say" on all marketing
8 for JLI products, including fraudulent advertising; and the Early Enterprise Defendants'
9 coordination on ensuring broad access to JLI products, including underage access, with non-
10 defendant Enterprise member Veratad. And the Early Enterprise Defendants and Altria
11 established an ongoing relationship through, among other connections, Altria's equity
12 investment in JLI, the many informal and formal agreements between these two Defendants and
13 their coordinated activities in furtherance of the common purpose of the Nicotine Market
14 Expansion Enterprise, and the overlap between JLI executives and leadership and Altria.

15 720. The RICO Defendants formed the Nicotine Market Expansion Enterprise in
16 order to engage in a collaborative scheme to defraud. As described above, the Nicotine Market
17 Expansion Enterprise Defendants shared and acted on a common purpose of maintaining and
18 expanding the number of nicotine-addicted e-cigarette users in order to ensure a steady and
19 growing customer base, including by maintaining and expanding JLI's massive, and ill-gotten,
20 share of the e-cigarette market.

21 721. The Nicotine Market Expansion Enterprise has been in existence for almost five
22 years and continues to operate to this day. As described above, it has had sufficient longevity to
23 pursue the Nicotine Market Expansion Enterprise's common purpose.

24 **2. Conduct of the Nicotine Market Expansion Enterprise**

25 722. "[T]o conduct or participate, directly or indirectly, in the conduct" of an
26 enterprise, "one must participate in the operation or management of the enterprise itself." *Reves*
27 *v. Ernst & Young*, 507 U.S. 170, 185 (1993).

28 723. As described above, each RICO Defendant participated in the operation or

1 management of the Nicotine Market Expansion Enterprise. Illustrative but non-exhaustive
2 examples include the following:

3 **Early Leadership**

4 724. As described in Sections IV.A, IV.B, and IV.C, Defendants Bowen and Monsees
5 were the visionaries behind the Enterprise and would lead it in its early days.

6 **Fraudulent Marketing Scheme**

7 725. As described in Sections IV.E.3, IV.E.4, and IV.E.7.a, JLI, and Defendants
8 Bowen, Monsees, Pritzker, Huh, and Valani (through their “final say” on all of JLI’s marketing
9 efforts) caused false and misleading advertisements that omitted references to JUUL’s nicotine
10 content and potency to be transmitted via the mail and wires, including the Vaporized
11 campaign.

12 **Youth Access Scheme**

13 726. As described in Section IV.E.9, Defendant JLI (through its employees)
14 coordinated with non-defendant member Veratad on behalf of the other Early Enterprise
15 Defendants to expand youth access to JUUL products.

16 727. As reflected in Section IV.E.9, Veratad was a key player in the Nicotine Market
17 Expansion Enterprise. And while each member of the Enterprise was not involved in every
18 scheme (Veratad, for example, did not transmit the advertisements or packaging containing
19 misrepresentations regarding JLI’s nicotine content), each worked in furtherance of the same
20 common purpose and was aware of the other members’ participation in the Enterprise.
21 Moreover, each scheme was integral to the Enterprise’s success in maintaining and expanding
22 the number of nicotine-addicted e-cigarette users in order to ensure a steady and growing
23 customer base. Veratad shared this common purpose, and its motivation for doing so was to
24 maintain a lucrative client – one of several clients who relied on Veratad for intentionally
25 ineffective age verification services.

26 **Coopting JLI’s Board of Directors**

27 728. As described in Section IV.E.7.b, Defendants Pritzker, Huh, and Valani took
28 control of the JLI Board of Directors in October 2015, so they could use the Board as an

1 instrumentality to effectuate fraudulent schemes in furtherance of the Nicotine Market
2 Expansion Enterprise's common purpose. In doing so, leadership of the Enterprise transitioned
3 from Bowen and Monsees to Pritzker, Huh, and Valani.

4 **Coordinating Activities of JLI and Altria**

5 729. By August 2016, Defendants Pritzker, Huh, and Valani had ceded executive
6 leadership at JLI to a new CEO, Tyler Goldman. Thus, when these parties started to coordinate
7 with Altria, it was JLI (through its executives and employees – including Tyler Goldman and
8 his successors) and Altria (through its executives and employees) that primarily directed the
9 affairs of the Enterprise, although Defendants Bowen, Monsees, Pritzker, Huh, and Valani
10 remained critical to the success of the Enterprise's common purpose. Without their control of
11 the JLI Board of Directors and prior fraudulent conduct, the close coordination between JLI and
12 Altria, and Altria's investment in JLI, would not have been possible.

13 730. As described in Sections IV.A and IV.F, the Early Enterprise Defendants and
14 Altria began to actively coordinate their activities in 2017 and each took actions that would
15 further the Enterprise's common purpose of maintaining and expanding the number of nicotine-
16 addicted e-cigarette users in order to ensure a steady and growing customer base, including by
17 maintaining and expanding JLI's massive, and ill-gotten, share of the e-cigarette market. For
18 example:

19 731. As early as 2017, the Early Enterprise Defendants and Altria shared data and
20 strategy to support their common purpose, through a conduit, Avail Vapor.

21 732. By 2018, Altria was taking actions to ensure JLI's products had access to prime
22 shelf space in retail locations.

23 733. By 2018, Altria was distributing and marketing JLI's products to its wider base
24 of retailers.

25 734. In December 2018, Altria decided to cash in on its role in the Nicotine Market
26 Expansion Enterprise by making a \$12.8 billion equity investment in JLI, the largest equity
27 investment in United States history. This investment would give Altria three seats on the JLI
28 Board of Directors, and thus allow it to assert greater control over both JLI and the Nicotine

1 Market Expansion Enterprise, which used the instrumentalities of JLI to effectuate many of its
2 fraudulent schemes.

3 **Nicotine Content Misrepresentation Scheme**

4 735. As described in Section IV.D, the Early Enterprise Defendants and Altria caused
5 thousands, if not millions, of JUULpod packages to be distributed to consumers with false and
6 misleading information regarding the JUUL pods' nicotine content. The Early Enterprise
7 Defendants also caused the same false and misleading information to be distributed via JLI's
8 website.

9 **Flavor Preservation Scheme**

10 736. As described in Sections IV.C.6 and IV.H.2, the RICO Defendants worked in
11 concert to defraud the public and regulators in order to prevent regulation that would have
12 impeded their plan to maintain and expand the number of nicotine-addicted e-cigarette users in
13 order to ensure a steady and growing customer base. Specifically, they worked to ensure the
14 FDA allowed certain flavors, namely mint, to remain on the market.

15 **Cover-up Scheme**

16 737. The RICO Defendants were not only concerned with protecting flavors,
17 however. In light of growing public scrutiny of JLI's role in the youth vaping crisis, these
18 defendants continued their scheme to prevent a complete ban on JLI's product.

19 738. As described in Sections IV.D.2 and IV.E.12, JLI maintained its website pages
20 that provided false information about the addictive potential of its products and that denied that
21 JLI marketed to youth, and Defendants Bowen, Monsees, Pritzker, Huh, and Valani provided
22 direct input as to the content of the JLI website and had "final say" over JLI's marketing
23 messaging.

24 739. As described in paragraphs Sections IV.D.4 and IV.E.12, JLI, and Defendants
25 Bowen, Monsees, Pritzker, Huh, and Valani (through their "final say" on all of JLI's marketing
26 efforts) caused false and misleading advertising to be distributed over television and the internet
27 in order to give the impression that JLI's product was a smoking cessation device and that JLI
28 never marketed to youth. Defendant Altria continued this scheme by transmitting the fraudulent

1 “Make the Switch” advertisements in packs of its combustible cigarettes.

2 740. As described in Section IV.E.12, beginning in October 2018, both Altria and JLI
3 were transmitting false and misleading communications to the public and the government in an
4 attempt to stave off regulation.

5 741. And no later than December 2018, Altria began providing even more services to
6 the Nicotine Market Expansion Enterprise, as described in Section IV.F.3.

7 742. The pattern of racketeering activity by the RICO Defendants, described below,
8 provides further support that each RICO Defendant conducted or participated in the conduct of
9 the Nicotine Market Expansion Enterprise.

10 **3. Pattern of Racketeering Activity**

11 743. To carry out, or attempt to carry out, the objectives of the Nicotine Market
12 Expansion Enterprise, the RICO Defendants, each of whom is a person associated-in-fact with
13 the Enterprise, did knowingly conduct or participate in, directly or indirectly, the affairs of the
14 Enterprise through a pattern of racketeering activity within the meaning of 18 U.S.C.
15 §§ 1961(1), 1961(5) and 1962(c), and employed the use of the mail and wire facilities, in
16 violation of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud).

17 744. Specifically, the RICO Defendants have committed, conspired to commit, and/or
18 aided and abetted in the commission of, at least two predicate acts of racketeering activity (i.e.,
19 violations of 18 U.S.C. §§ 1341 and 1343), within the past ten years.

20 745. The multiple acts of racketeering activity which the RICO Defendants
21 committed, or aided or abetted in the commission of, were related to each other, pose a threat of
22 continued racketeering activity, and therefore constitute a “pattern of racketeering activity.”

23 746. The racketeering activity was made possible by the Enterprise’s regular use of
24 the facilities, services, and employees of the members of the Enterprise.

25 747. The RICO Defendants participated in the Nicotine Market Expansion Enterprise
26 by using mail, telephone, and the internet to transmit mailings and wires in interstate or foreign
27 commerce.

28 748. The RICO Defendants used, directed the use of, and/or caused to be used,

1 thousands of interstate mail and wire communications in service of the Enterprise's objectives
2 through common misrepresentations, concealments, and material omissions.

3 749. In devising and executing the objectives of the Nicotine Market Expansion
4 Enterprise, the RICO Defendants devised and knowingly carried out material schemes and/or
5 artifices to defraud the public and regulators by (1) transmitting advertisements that fraudulently
6 and deceptively omitted any reference to JUUL's nicotine content or potency (or any
7 meaningful reference, where one was made); (2) causing false and misleading statements
8 regarding the nicotine content of JUUL pods to be posted on the JLI website; (3) causing
9 thousands, if not millions, of JUUL pod packages containing false and misleading statements
10 regarding the nicotine content of JUUL pods to be transmitted via U.S. mail; (4) representing to
11 consumers and the public-at-large that JUUL was created and designed as a smoking cessation
12 device, and by misrepresenting the nicotine content and addictive potential of its products; (5)
13 making fraudulent statements to the FDA to convince the FDA to allow certain flavors, namely
14 mint, to remain on the market; and (6) making fraudulent statements to the public (including
15 through advertising), the FDA, and Congress to stave off a total prohibition on JUUL cigarettes
16 that was being contemplated in light of JLI's role in the youth vaping epidemic.

17 750. For the purpose of furthering the Enterprise's common purpose of maintaining
18 and expanding the number of nicotine-addicted e-cigarette users in order to ensure a steady and
19 growing customer base, including by preserving and increasing JLI's market share, even at the
20 expense of exposing and addicting children to nicotine, the RICO Defendants committed these
21 racketeering acts, which number in the thousands, intentionally and knowingly with the specific
22 intent to advance the Enterprise's objectives.

23 751. The RICO Defendants' predicate acts of racketeering (18 U.S.C. § 1961(1))
24 include, but are not limited to:

25 A. Mail Fraud: the Nicotine Market Expansion Enterprise violated 18 U.S.C.
26 § 1341 by sending or receiving, or by causing to be sent and/or received,
27 fraudulent materials via U.S. mail or commercial interstate carriers for the
purpose of deceiving the public, regulators, and Congress.

28 B. Wire Fraud: The Nicotine Market Expansion Enterprise violated 18 U.S.C.
§ 1343 by transmitting and/or receiving, or by causing to be transmitted

1 and/or received, fraudulent materials by wire for the purpose of deceiving the
2 public, regulators, and Congress.

3 752. The Nicotine Market Expansion Enterprise falsely and misleadingly used the
4 mails and wires in violation of 18 U.S.C. § 1341 and § 1343. Illustrative and non-exhaustive
5 examples include the following:

6 From	To	Date	Description
7 <i>Fraudulent Statements Omitting Reference to JUUL’s Nicotine Content (see Sections IV.E.3, IV.E.4, and IV.E.7.a)</i>			
9 All Early Enterprise Defendants	Public (via television, internet, and mail)	2015	“Vaporized” Campaign, and other Advertising campaigns transmitted via the mails and wires which omitted any reference to JUUL’s nicotine content.
11 <i>Fraudulent Statements that JUUL is a Cessation Device (see Section IV.D.4)</i>			
13 All Early Enterprise Defendants	Public (via internet – JLI Website)	April 25, 2018 (or earlier) to Present	“JUUL Labs was founded by former smokers, James and Adam, with the goal of improving the lives of the world’s one billion adult smokers by eliminating cigarettes. We envision a world where fewer adults use cigarettes, and where adults who smoke cigarettes have the tools to reduce or eliminate their consumption entirely, should they so desire.”
19 Kevin Burns (former JLI CEO)	Public (via internet – JLI Website)	November 13, 2018	“To paraphrase Commissioner Gottlieb, we want to be the offramp for adult smokers to switch from cigarettes, not an on-ramp for America’s youth to initiate on nicotine.”
23 All Early Enterprise Defendants	Public (via internet – JLI Website)	September 19, 2019	“JUUL Labs, which exists to help adult smokers switch off of combustible cigarettes.”

1 2 3 4 5 6 7	Howard Willard (Altria CEO)	Public (via internet – Altria website)	December 20, 2018	“We are taking significant action to prepare for a future where adult smokers overwhelmingly choose non-combustible products over cigarettes by investing \$12.8 billion in JUUL, a world leader in switching adult smokers We have long said that providing adult smokers with superior, satisfying products with the potential to reduce harm is the best way to achieve tobacco harm reduction.”
8 9 10 11 12	Howard Willard	FDA (via U.S. mail or electronic transmission of letter to Commissioner Gottlieb)	October 25, 2018	“We believe e-vapor products present an important opportunity to adult smokers to switch from combustible cigarettes.”

Fraudulent Statements Regarding Nicotine Content in JUUL pods (see Section IV.D)

13 14 15	All Early Enterprise Defendants	Public (via internet – JLI website)	July 2, 2019 (or earlier) to Present	“Each 5% JUUL pod is roughly equivalent to one pack of cigarettes in nicotine delivery.”
16 17 18	All Early Enterprise Defendants	Public (via internet – JLI website)	April 21, 2017	“JUUL pod is designed to contain approximately 0.7mL with 5% nicotine by weight at time of manufacture which is approximately equivalent to 1 pack of cigarettes or 200 puffs.”
19 20 21 22	All RICO Defendants	Public (via U.S. mail distribution of JUUL pod packaging)	2015 to Present	JUUL pod packages (1) claiming a 5% nicotine strength; (2) stating that a JUUL pod is “approximately equivalent to about 1 pack of cigarettes.”

Fraudulent Statements to Prevent Regulation of mint Flavor (see Sections IV.C.6 and IV.H.2)

23 24 25 26 27 28	JLI	FDA (via U.S. mail or electronic transmission); Public (via internet – JLI website)	October 16, 2018 (FDA) November 12, 2018 (Public)	JLI’s Action Plan that fraudulently characterizes mint as a non-flavored tobacco and menthol product, suggesting that it was a product for adult smokers.
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1 2 3 4 5	Howard Willard (Altria CEO)	FDA (via U.S. mail or electronic transmission of letter to Commissioner Gottlieb)	October 25, 2018	Letter from H. Willard to FDA fraudulently representing mint as a non-flavored tobacco and menthol product, suggesting that it was a product for adult smokers.
6 7 8	JLI	FDA (via U.S. mail or electronic transmission)	November 5, 2018	Fraudulent youth prevalence study transmitted by JLI to the FDA.
9	<i>Fraudulent Statements to Prevent Ban on JUUL Products (see Section IV.E.12)</i>			
10 11 12 13	All Early Enterprise Defendants	Public (via Television)	January 2019	\$10 million “Make the Switch” advertising campaign for the purpose of deceiving the public and regulators that JLI was only targeting adult smokers with its advertising and product and that JUUL was a cessation product.
14 15 16 17	Altria	Public (via inserts in combustible cigarette packs)	December 2018 - Present	“Make the Switch” advertising campaign for the purpose of deceiving smokers that JUUL was a cessation product.
18 19 20	Ashely Gould, JLI Chief Administrative Officer	Public (via interview with CNBC, later posted on internet)	December 14, 2017	“It’s a really, really important issue. We don’t want kids using our products.”
21 22 23 24	JLI	Public (via internet - social media)	March 14, 2018	“We market our products responsibly, following strict guidelines to have material directly exclusively toward adult smokers and never to youth audiences.”

1 2 3 4 5 6 7 8	Kevin Burns (then-CEO of JLI)	FDA (via U.S. mail or electronic transmission); Public (via internet – JLI website)	October 16, 2018 (FDA) November 12, 2018 (Public)	JLI’s Action Plan that fraudulently states: “We don’t want anyone who doesn’t smoke, or already use nicotine, to use JUUL products. We certainly don’t want youth using the product. It is bad for public health, and it is bad for our mission. JUUL Labs and FDA share a common goal – preventing youth from initiating on nicotine. . . . Our intent was never to have youth use JUUL products.”
9 10 11 12 13	Kevin Burns	Public (via interview with CNBC – later posted on internet)	July 13, 2019	“First of all, I’d tell them that I’m sorry that their child’s using the product. It’s not intended for them. I hope there was nothing that we did that made it appealing to them. As a parent of a 16- year-old, I’m sorry for them, and I have empathy for them, in terms of what the challenges they’re going through.”
14 15 16	All Early Enterprise Defendants	Public (via internet - JLI website)	August 29, 2019	“We have no higher priority than to prevent youth usage of our products which is why we have taken aggressive, industry leading actions to combat youth usage.”
17 18 19 20	James Monsees	Public (via statement to New York Times – later posted on internet)	August 27, 2019	Monsees said selling JUUL products to youth was “antithetical to the company’s mission.”
21 22 23 24	JLI	Public (via statement to Los Angeles Times – later posted on internet)	September 24, 2019	“We have never marketed to youth and we never will.”

1	JLI (via counsel)	FDA (via U.S. mail or electronic transmission to Dr. Matthew Holman)	June 15, 2018	Letter from JLI's Counsel at Sidley Austin to Dr. Matthew Holman, FDA, stating: "JUUL was not designed for youth, nor has any marketing or research effort since the product's inception been targeted to youth." and "With this response, the Company hopes FDA comes to appreciate why the product was developed and how JUUL has been marketed — to provide a viable alternative to cigarettes for adult smokers."
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9	James Monsees	Congress (via U.S. mail or electronic transmission of written testimony)	July 25, 2019	Written Testimony of J. Monsees provided to Congress, stating "We never wanted any non-nicotine user, and certainly nobody under the legal age of purchase, to ever use JLI products. . . . That is a serious problem. Our company has no higher priority than combatting underage use."
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11				
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13				
14	Howard Willard	FDA (via U.S. mail or electronic transmission of letter to Commissioner Gottlieb)	October 25, 2018	"[W]e do not believe we have a current issue with youth access to or use of our pod-based products, we do not want to risk contributing to the issue."
15				
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17				
18	Howard Willard	Congress (via U.S. mail or electronic transmission of letter to Senator Durbin)	October 14, 2019	"In late 2017 and into early 2018, we saw that the previously flat e-vapor category had begun to grow rapidly. JUUL was responsible for much of the category growth and had quickly become a very compelling product among adult vapers. We decided to pursue an economic interest in JUUL, believing that an investment would significantly improve our ability to bring adult smokers a leading portfolio of non-combustible products and strengthen our competitive position with regards to potentially reduced risk products."
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753. The mail and wire transmissions described herein were made in furtherance of

1 the RICO Defendants' schemes and common course of conduct, thereby increasing or
2 maintaining JLI's market share, resulting in corresponding high profits for each RICO
3 Defendant.

4 754. As described above, the Nicotine Market Expansion Enterprise had a scheme to
5 defraud the public and regulators in order to continue selling nicotine products to youth, and to
6 protect their market share, by denying that JLI marketed to youth and claiming that JUUL was
7 actually created and designed as a smoking cessation device or mitigated risk product.

8 755. The RICO Defendants used these mail and wire transmissions in furtherance of
9 this scheme by transmitting deliberately false and misleading statements to the public and to
10 government regulators.

11 756. The RICO Defendants had a specific intent to defraud regulators and the public.
12 For example, as alleged above, the members of the Nicotine Market Expansion Enterprise made
13 repeated and unequivocal statements through the wires and mails that they were not marketing
14 to children and that their product was designed for adult smokers. As even the evidence pre-
15 discovery shows, this is not true. The authors of these fraudulent statements are high level
16 executives at each of JLI and Altria and who would reasonably be expected to have knowledge
17 of their company's internal research, public positions, and long-term strategies. Because these
18 high level executives made statements inconsistent with the internal knowledge and practice of
19 the corporations, it would be absurd to believe that these highly ranked-representatives and
20 agents of these corporations had no knowledge that their public statements were false and
21 fraudulent. Similarly, the RICO Defendants caused to be transmitted through the wires and
22 mails false and misleading statements regarding the nicotine content in JUUL pods which JLI's
23 own internal data, and Altria's own pharmacokinetic studies, showed were false. Moreover,
24 each of the Early Enterprise Defendants had "final say" over all marketing statements by JLI
25 and thus caused such statements to be made, notwithstanding that they knew they were false for
26 the reasons detailed above.

27 757. The RICO Defendants intended the public and regulators to rely on these false
28 transmissions and this scheme was therefore reasonably calculated to deceive persons of

1 ordinary prudence and comprehension.

2 758. Both the public and government regulators did rely on the Nicotine Market
3 Expansion Enterprise's mail and wire fraud. For example, the regulators, including the FDA,
4 relied on the Nicotine Market Expansion Enterprise's statements that mint was not an appealing
5 flavor for nonsmokers in allowing mint JUUL pods to remain on the market and relied on the
6 Nicotine Market Expansion Enterprise's statements that it did not market to youth in allowing
7 the RICO Defendants to continue marketing and selling JUUL. Congress likewise relied on the
8 Enterprise's statements in not bringing legislation to recall or ban e-cigarettes, despite the calls
9 of members of both parties to do just that. And the public relied on statements (or absence
10 thereof) that were transmitted by the RICO Defendants regarding the nicotine content in and
11 potency of JUUL pods in deciding to purchase JUUL products.

12 759. Many of the precise dates of the fraudulent uses of the U.S. mail and interstate
13 wire facilities have been deliberately hidden and cannot be alleged without access to the RICO
14 Defendants' books and records. However, Plaintiff has described the types of predicate acts of
15 mail and/or wire fraud, including the specific types of fraudulent statements upon which,
16 through the mail and wires, the Nicotine Market Expansion Enterprise engaged in fraudulent
17 activity in furtherance of its overlapping schemes.

18 760. These were not isolated incidents, instead, the RICO Defendants' engaged in a
19 pattern of racketeering activity by committing thousands of predicate acts in a five year period
20 in the form of mail and wire fraud. That each RICO Defendant participated in a variety of
21 schemes involving thousands of predicate acts of mail and wire fraud establishes that such
22 fraudulent acts are part of the Enterprise's regular way of doing business. Moreover, Plaintiffs
23 expect to uncover even more coordinated, predicate acts of fraud as discovery in this case
24 continues.

25 **4. Harm to Plaintiffs**

26 761. "In order for a pattern of racketeering activity to be a cognizable cause of civil
27 RICO injury to a private plaintiff, one or more of the predicate acts must not only be the 'but
28 for' cause of the injury, but the proximate cause as well. A wrongful act is a proximate cause if

1 it is a substantial factor in the sequence of responsible causation. Plaintiffs must show a direct
2 relation between the injury asserted and the injurious conduct alleged.” *Green Leaf Nursery v.*
3 *E.I. DuPont De Nemours & Co.*, 341 F.3d 1292, 1307 (11th Cir. 2003) (internal quotation
4 marks and citations omitted). What matters, though, is not whether there is a direct relationship
5 between the plaintiff and defendant, but whether there is a ‘sufficiently direct relationship’
6 between the defendant’s wrongful conduct and the plaintiff’s injury” *Bridge*, 553 U.S. at
7 657 (2008)).

8 762. Each Plaintiff and all members of the RICO Class were directly injured by the
9 RICO Defendants’ conduct, and such injury would not have occurred but for the predicate acts
10 of the RICO Defendants. The combined effect of the RICO Defendants’ fraudulent acts were:
11 (1) inducing Plaintiffs and the RICO Class members to purchase JUUL products that they
12 would not have purchased, or – in the alternative – to pay more for JUUL products than they
13 would have otherwise paid, had they known that JUUL products were not cessation products or
14 if they had known about the intentional addictiveness of the nicotine levels in said products; (2)
15 lulling the FDA into allowing the continued sale of JLI’s mint pods, which allowed Plaintiffs
16 and the RICO Class Members to purchase mint pods they would not have otherwise purchased;
17 and (3) lulling Congress and the FDA into allowing JUUL products to remain on the market,
18 which allowed Plaintiffs and the RICO Class Members to purchase JUUL products they would
19 not have purchased absent the RICO Defendants’ schemes to preserve JLI’s ill-gotten market
20 share.

21 763. There are no intervening acts or parties that could interrupt the causal chain
22 between the RICO Defendants’ mail and wire fraud and Plaintiffs’ and the RICO Class
23 Members’ injuries. The RICO Defendants, in furtherance of the Nicotine Market Expansion
24 Enterprise’s common purpose, made false and misleading statements directly to the public. And
25 in the case of fraud on third parties (i.e., FDA and Congress), causation is not defeated merely
26 because the RICO Defendants deceived a third party into not taking action where the FDA’s and
27 Congress’s failure to regulate directly allowed Plaintiffs and the RICO Class Members to
28 purchase products that should not have been on the market.

1 764. As to predicate acts occurring prior to March 10, 2016, Plaintiffs did not
2 discover, and could not have been aware despite the exercise of reasonable diligence, until
3 shortly before the initiation of the instant litigation that the RICO Defendants transmitted
4 fraudulent statements via the mails and wires regarding the topics described above including,
5 *inter alia*, the true nicotine content in and delivered by JUUL products, such information the
6 RICO Defendants concealed and failed to truthfully disclose.

7 **C. Violations of the Racketeer Influenced and Corrupt Organizations Act**
8 **(“RICO”) (18 U.S.C. § 1962(d))**

9 765. Plaintiffs hereby incorporate by reference the allegations contained in the
10 preceding paragraphs of this complaint.

11 766. The RICO Defendants have not undertaken the practices described herein in
12 isolation, but as part of a common scheme and conspiracy. In violation of 18 U.S.C. § 1962(d),
13 the members of the Nicotine Market Expansion Enterprise agreed to conspire and conspired to
14 violate 18 U.S.C. § 1962(c), as described herein. The conspiracy is coterminous with the time
15 period in which the Nicotine Expansion Market Enterprise has existed, beginning in 2015 and
16 continuing to this day (with Defendant Altria joining the conspiracy in Spring 2017). The RICO
17 Defendants’ agreement is evidenced by their predicate acts and direct participation in the
18 control and operation of the Enterprise in furtherance of a common purpose, as detailed above
19 in relation to the RICO Defendants’ substantive violation of Section 1962(c). The acts in
20 furtherance of the conspiracy attributable to the RICO Defendants include each of the predicate
21 acts underlying the Nicotine Market Expansion Enterprise’s violation of Section 1962(c), as
22 described above. Various other persons, firms, and corporations, including third-party entities
23 and individuals not named as defendants in this Complaint, have participated as co-conspirators
24 with the members of the Nicotine Market Expansion Enterprise in these offenses and have
25 performed acts in furtherance of the conspiracy to increase or maintain revenue, maintain or
26 increase market share, and/or minimize losses for the Defendants and their named and unnamed
27 co-conspirators throughout the illegal scheme and common course of conduct.

28 767. Each Plaintiff and all members of the RICO Class were directly injured by the

1 RICO Defendants' conduct, and such injury would not have occurred but for the predicate acts
2 of the RICO Defendants, which also constitute the acts taken by the RICO Defendants in
3 furtherance of their conspiracy pursuant to Section 1962(d). The combined effect of the RICO
4 Defendants' acts of mail and wire fraud in furtherance of their conspiracy were: (1) inducing
5 Plaintiffs and the RICO Class members to purchase JUUL products that they would not have
6 purchased, or—in the alternative—to pay more for JUUL products than they would have
7 otherwise paid, had they known that JUUL products were not cessation products or if they had
8 known about the intentional addictiveness of the nicotine levels in said products; (2) lulling the
9 FDA into allowing the continued sale of JLI's mint pods, which allowed Plaintiffs and the
10 RICO Class Members to purchase mint pods they would not have purchased; and (3) lulling
11 Congress and the FDA into allowing JUUL products to remain on the market, which allowed
12 Plaintiffs and the RICO Class Members to purchase JUUL products they would not have
13 purchased absent the RICO Defendants' conspiracy to engage in a pattern of racketeering
14 activity through a RICO Enterprise, the common purpose of which was maintaining and
15 expanding the number of nicotine-addicted e-cigarette users in order to ensure a steady and
16 growing customer base, including by preserving and growing JLI's ill-gotten market share.

17 768. There are no intervening acts or parties that could interrupt the causal chain
18 between the RICO Defendants' mail and wire fraud acts in furtherance of their RICO
19 conspiracy and Plaintiffs' and the RICO Class Members' injuries. The RICO Defendants, in
20 furtherance of their conspiracy to form the Nicotine Market Expansion Enterprise and advance
21 its common purpose, made false and misleading statements directly to the public. And in the
22 case of fraud on third parties (i.e., FDA and Congress), causation is not defeated merely because
23 the RICO Defendants deceived a third party into not taking action where the FDA's and
24 Congress's failure to regulate directly allowed Plaintiffs and the RICO Class Members to
25 purchase products that should not have been on the market.

26 769. As to acts undertaken in furtherance of the conspiracy which occurred prior to
27 March 10, 2016, Plaintiffs did not discover, and could not have been aware despite the exercise
28 of reasonable diligence, until shortly before the initiation of the instant litigation that the RICO

1 Defendants transmitted fraudulent statements via the mails and wires regarding the topics
2 described above including, inter alia, the true nicotine content in and delivered by JUUL
3 products, such information the RICO Defendants concealed and failed to truthfully disclose.

4 **D. Violation of the Magnuson-Moss Warranty Act (15 U.S.C. §§ 2301, et seq.)**

5 770. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

6 771. This claim is brought against JLI on behalf of the members of the state
7 subclasses in Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, the
8 District of Columbia, Florida, Hawaii, Idaho, Indiana, Iowa, Kansas, Louisiana, Maine,
9 Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska,
10 Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, Oklahoma, Pennsylvania,
11 Rhode Island, South Carolina, South Dakota, Texas, Utah, Virginia, West Virginia, and
12 Wyoming, and the state direct purchaser subclasses in Alabama, Georgia, Illinois, Kentucky,
13 New York, Ohio, Oregon, Tennessee, Vermont, Washington, and Wisconsin.

14 772. Plaintiffs and members of the class are “consumers” within the meaning of 15
15 U.S.C. § 2301(3).

16 773. JLI is a “supplier” and “warrantor” within the meaning of 15 U.S.C. § 2301(4)
17 and (5), respectively.

18 774. JUUL products are “consumer products” within the meaning of 15 U.S.C.
19 § 2301(1).

20 775. Plaintiffs have met all requirements for pre-suit notice.

21 776. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is
22 damaged by the failure of a warrantor to comply with an implied warranty. The amount in
23 controversy of Plaintiffs’ individual claims meets or exceeds \$25.00 in value. In addition, the
24 amount in controversy meets or exceeds \$50,000 in value (exclusive of interest and costs).

25 777. JLI provided Plaintiffs and each member of the class with “implied warranties,”
26 including the implied warranty of merchantability, which is covered under 15 U.S.C. § 2301(7).

27 778. Each JUUL product sold by JLI comes with an implied warranty that it will
28 merchantable and fit for the ordinary purpose for which it would be used. JLI has breached its

1 implied warranty of merchantability because its products were not in merchantable condition
2 when sold, were defective when sold, did not conform to the promises and affirmations of fact
3 made on the products' containers or labels, and/or do not possess even the most basic degree of
4 fitness for ordinary use.

5 779. The terms of these warranties became part of the basis of the bargain when
6 Plaintiffs and each member of the class purchased JUUL products.

7 780. Plaintiffs and each member of the class have had sufficient direct dealings with
8 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
9 by JUUL) to establish privity of contract between JLI, on the one hand, and Plaintiffs and each
10 member of the class, on the other hand.

11 781. Further, Plaintiffs and each member of the class were third-party beneficiaries of
12 JLI's agreements with its distributors, dealers, and sellers for the distribution, dealing, and sale
13 of JUUL products to consumers. Specifically, Plaintiffs and class members are the intended
14 beneficiaries of JLI's implied warranties. JUUL's products are manufactured with the express
15 purpose an intent of being sold to consumers.

16 782. Affording JLI a reasonable opportunity to cure its breach of written warranties
17 would be unnecessary and futile. At the time of sale or each JUUL product, JLI knew, or should
18 have known that the products were not merchantable, but nonetheless failed to rectify the
19 situation and/or disclose the defects. In addition, after over a year of litigation, JLI has not made
20 any offer to cure. Under the circumstances, the remedies available under any informal
21 settlement procedure would be inadequate and any requirement that Plaintiffs or members of the
22 class resort to an informal dispute resolution procedure and/or afford JLI a reasonable
23 opportunity to cure its breach of warranties is excused and thereby deemed satisfied.

24 783. In addition, given the conduct described herein, any attempts by JLI, in its
25 capacity as a warrantor, to limit the implied warranties in a manner that would exclude coverage
26 of the defects in JUUL products is unconscionable and any such effort to disclaim, or otherwise
27 limit, liability for the defects is null and void.

28 784. As a direct and proximate result of JLI's breach of the written and implied

1 warranties, Plaintiffs and each member of the class have suffered damages. Plaintiffs,
2 individually and on behalf of the class, seek all damages permitted by law, including
3 compensation for the cost of purchasing JUUL products, along with all other incidental and
4 consequential damages, statutory attorney fees, and all other relief allowed by law.

5 **E. Causes of Action Brought on Behalf of the State Classes**

6 **1. Alabama**

7 785. Plaintiffs bring each of the following claims on behalf of the Alabama Subclass
8 under Alabama law.

9 **a. Violation of the Alabama Deceptive Trade Practices Act (Ala.**
10 **Code § 8-19-1, et seq.)**

11 786. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

12 787. This claim is brought against JLI, and for certain unconscionable conduct claims,
13 all Defendants.

14 788. Defendants are “persons” and Plaintiffs and class members are “consumers”
15 under the statute. Ala. Code § 8-19-3.

16 789. Plaintiffs and class members are consumers who purchased JUUL products for
17 personal purposes.

18 790. Defendants created and implemented a scheme to create a market for e-cigarettes
19 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
20 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
21 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
22 misrepresenting or omitting key facts concerning JUUL products’ nicotine content and doses,
23 addictiveness, and significant risks of substantial physical injury from using JUUL products.

24 791. Advertisements and representations for JUUL products contained deceptive
25 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
26 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
27 cigarettes. The advertisements and JLI’s public statements portrayed JUUL products as safe or
28 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous

1 decades, JLI used third parties and word of mouth to spread false and misleading information
2 about JUUL products.

3 792. Advertisements and representations for JUUL products concealed and failed to
4 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
5 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
6 addictive, posed significant risks of substantial physical injury resulting from the use of the
7 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
8 consumed through a pack of combustible cigarettes.

9 793. The labels on JUUL products failed to disclose that the products posed
10 significant risks of substantial physical injury resulting from the use of the products. The labels
11 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

12 794. The omissions were misleading and deceptive standing alone and were
13 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
14 cigarettes and other representations.

15 795. JLI's conduct was unfair and unconscionable in that it included (i) the
16 manufacture and sale of products with a heightened propensity to cause addiction and physical
17 injuries and (ii) misrepresentations and omissions of material facts concerning the
18 characteristics and safety of JUUL products that offended public policy; were immoral,
19 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
20 substantial harm that greatly outweighs any possible utility from the conduct. In addition, Ala.
21 Code § 28-11-16 makes it unlawful for a retailer or manufacturer to advertise electronic nicotine
22 delivery systems as tobacco cessation products and/or a healthier alternative to smoking.

23 796. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
24 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
25 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
26 products are of a particular standard, quality, or grade, or that goods are of a particular style or
27 model, when they are not; (c) advertising goods or services with intent not to sell them as
28 advertised; and (d) engaging in any other unconscionable, false, misleading, or deceptive act or

1 practice in the conduct of trade or commerce.

2 797. JLI's conduct was fraudulent and deceptive because the misrepresentations and
3 omissions had the capacity to deceive, and in fact did, deceive reasonable consumers, including
4 the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to
5 their purchasing decisions that JUUL's products (i) were not smoking cessation devices, (ii)
6 were not reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-
7 delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of
8 substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
9 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
10 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
11 Plaintiffs' and class members' decisions to purchase JUUL products.

12 798. JLI owed Plaintiffs and class members a duty to disclose these facts because they
13 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
14 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
15 facts; because the facts would be material to reasonable consumers; because JLI actively
16 concealed them; because JLI intended for consumers to rely on the omissions in question;
17 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
18 made partial representations concerning the same subject matter as the omitted facts.

19 799. JLI and the Management Defendants engaged in fraudulent and deceptive
20 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
21 products were appropriate for minors, when in fact the products never should have been
22 marketed to minors and are especially harmful to minors due to the potent and addictive
23 nicotine doses, addictive qualities, and health risks.

24 800. In addition, all Defendants engaged in conduct that is conduct is unfair and
25 unconscionable because the targeting of minors offends public policy (Ala. Code § 28-11-1 and
26 Ala. Code § 28-11-4); is immoral, unethical, oppressive, outrageous, unscrupulous, and
27 substantially injurious; and has caused substantial harm that greatly outweighs any possible
28 utility from the conduct.

1 801. As alleged above, all Defendants participated and/or facilitated the marketing of
2 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
3 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
4 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
5 use of JUUL products by minors continues to rise.

6 802. Defendants' conduct actually and proximately caused actual monetary damages
7 to Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs
8 and class members would have behaved differently and would not have purchased JUUL
9 products or would have paid less for them. Defendants' misrepresentations and omissions
10 induced Plaintiffs and class members to purchase JUUL products they would not otherwise have
11 purchased and enter into purchase contracts they would not otherwise have entered into. In
12 addition, class members who are minors are entitled to full repayment of the amounts they spent
13 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
14 injunctive relief, reasonable attorneys' fees, up to three times actual damages sustained by each
15 such person, or any applicable statutory damages, whichever is greater, as well as any other
16 relief the Court may deem just or proper.

17 803. Plaintiffs have complied or substantially complied with all applicable notice
18 requirements, or are otherwise excused from compliance because they do not maintain a place
19 of business in and/ or does not keep assets within the state of Alabama.

20 **b. Common Law Fraud**

21 804. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

22 805. This claim is brought against JLI.

23 806. JUUL created and implemented a scheme to create a market for e-cigarettes and
24 substantially increase sales of JUUL through a pervasive pattern of false and misleading
25 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
26 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
27 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
28 addictiveness, and significant risks of substantial physical injury from using JUUL products.

1 807. Advertisements and representations for JUUL products contained deceptive
2 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
3 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
4 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
5 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
6 decades, JLI used third parties and word of mouth to spread false and misleading information
7 about JUUL products.

8 808. Advertisements and representations for JUUL products concealed and failed to
9 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
10 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
11 addictive, posed significant risks of substantial physical injury resulting from the use of the
12 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
13 consumed through a pack of combustible cigarettes.

14 809. The labels on JUUL products failed to disclose that the products posed
15 significant risks of substantial physical injury resulting from the use of the products. The labels
16 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

17 810. The omissions were misleading and deceptive standing alone and were
18 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
19 cigarettes and other representations.

20 811. JLI's conduct was fraudulent and deceptive because its misrepresentations and
21 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
22 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
23 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
24 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
25 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
26 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
27 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
28 combustible cigarettes. Knowledge of these facts would have been a substantial factor in

1 Plaintiffs’ and class members’ decisions to purchase JUUL products.

2 812. JLI owed Plaintiffs and class members a duty to disclose these facts because they
3 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
4 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
5 facts; because the facts would be material to reasonable consumers; because JUUL products
6 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
7 representations concerning the same subject matter as the omitted facts.

8 813. As set forth in the allegations concerning each Plaintiff in Appendix A, in
9 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
10 and/or omissions. Reasonable consumers would have been expected to have relied on the
11 misrepresentations and omissions.

12 814. JLI knew or should have known that its misrepresentations and/or omissions
13 were false and misleading, and intended for consumers to rely on such misrepresentations and
14 omissions.

15 815. JLI knew that JUUL products were not safe or reasonable alternatives to
16 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
17 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
18 products.

19 816. JUUL’s conduct actually and proximately caused actual damages to Plaintiffs
20 and class members. Absent JUUL’s conduct, Plaintiffs and class members would have behaved
21 differently and would not have purchased JUUL products or would have paid less for them.
22 JUUL’s misrepresentations and omissions induced Plaintiffs and class members to purchase
23 JUUL products they would not otherwise have purchased and enter into purchase contracts they
24 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
25 member of the class damages in an amount to be proven at trial, as well as any other relief the
26 Court may deem just or proper.

27 **c. Breach of the Implied Warranty of Merchantability**

28 817. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

1 818. This claim is brought against JLI.

2 819. JUUL has at all times been a merchant with respect to the products which were
3 sold to Plaintiff and the class and was in the business of selling such products.

4 820. Each JUUL product sold by JUUL comes with an implied warranty that it will
5 merchantable and fit for the ordinary purpose for which it would be used. Ala. Code § 7-2-314.
6 JUUL has breached its implied warranty of merchantability because its products were not in
7 merchantable condition when sold, were defective when sold, did not conform to the promises
8 and affirmations of fact made on the products' containers or labels, and/or do not possess even
9 the most basic degree of fitness for ordinary use.

10 821. The ordinary intended purpose of JUUL's products—and the purpose for which
11 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
12 products are not fit for that use—or any other use—because they (i) were not smoking cessation
13 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
14 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
15 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
16 products are not fit for their ordinary, intended use as either cigarette replacement devices or
17 recreation smoking devices.

18 822. Plaintiffs and each member of the class have had sufficient direct dealings with
19 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
20 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
21 each member of the class, on the other hand.

22 823. Further, Plaintiffs and each member of the class were third-party beneficiaries of
23 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
24 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the intended
25 beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with the
26 express purpose an intent of being sold to consumers.

27 824. Plaintiffs and the members of the class were injured as a direct and proximate
28 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of

1 the Alabama Direct Purchaser Subclass were damaged as a result of JUUL's breach of its
2 implied warranty of merchantability because, had they been aware of the unmerchantable
3 condition of JUUL products, they would not have purchased JUUL products, or would have
4 paid less for them. Plaintiffs seek damages in an amount to be proven at trial, as well as any
5 other relief the Court may deem just or proper.

6 825. JUUL was provided notice of these issues by numerous complaints filed against
7 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
8 individual letters and communications sent by consumers before or within a reasonable amount
9 of time after they discovered or should have discovered that's JUUL product were defective and
10 unmerchantable.

11 **d. Unjust Enrichment**

12 826. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

13 827. This claim is brought against JLI and the Management Defendants.

14 828. Defendants created and implemented a scheme to create a market for e-cigarettes
15 and substantially increase sales of JUUL products through a pervasive pattern of false and
16 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
17 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
18 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
19 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
20 products.

21 829. Defendants were unjustly enriched as a result of their wrongful conduct,
22 including through the false and misleading advertisements and omissions regarding (i) whether
23 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
24 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
25 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
26 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
27 nicotine consumed through a pack of combustible cigarettes. Ala. Code § 28-11-16 makes it
28 unlawful for a retailer or manufacturer to advertise electronic nicotine delivery systems as

1 tobacco cessations products and/or a healthier alternative to smoking. Defendants were also
2 unjustly enriched through their scheme of marketing their products to minors. Ala. Code § 28-
3 11-1 sets forth the intent of the Alabama legislature to “prohibit access to tobacco and tobacco
4 products by minors.” Ala. Code § 28-11-4 expresses the intent of Alabama legislature to
5 “prevent[] the distribution of . . . alternative nicotine products to minors.”

6 830. Defendants requested and received a measurable benefit at the expense of
7 Plaintiffs and class members in the form of payment for JUUL products.

8 831. Defendants appreciated, recognized, and chose to accept the monetary benefits
9 Plaintiffs conferred onto Defendants at the Plaintiffs’ detriment. These benefits were the
10 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

11 832. There is no justification for Defendants’ enrichment. It would be inequitable,
12 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
13 benefits were procured as a result of their wrongful conduct.

14 833. Defendants wrongfully obfuscated the harm caused by their conduct. Thus,
15 Plaintiffs and class members, who relied on Defendants’ fraudulent representations, could not
16 and did not know the effect that using JUUL products would have on their health.

17 834. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
18 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
19 with Defendant.

20 835. Plaintiffs plead this claim separately as well as in the alternative to their other
21 claims, as without such claims they would have no adequate legal remedy.

22 **2. Alaska**

23 836. Plaintiffs bring each of the following claims on behalf of the Alaska Subclass
24 under Alaska law.

25 **a. Violation of the Alaska Unfair Trade Practices and Consumer**
26 **Protection Act (Alaska Stat. § 45.50.471, et seq.)**

27 837. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

28 838. This claim is brought against JLI and, for certain unfair and/or unconscionable

1 conduct claims as noted below, all Defendants.

2 839. Plaintiffs and class members are consumers who sought or acquired goods from
3 JUUL by purchase.

4 840. Plaintiffs and class members purchased JUUL products for personal purposes.

5 841. Defendants created and implemented a scheme to create a market for e-cigarettes
6 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
7 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
8 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
9 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
10 addictiveness, and significant risks of substantial physical injury from using JUUL products.

11 842. Advertisements and representations for JUUL products contained deceptive
12 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
13 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
14 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
15 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
16 decades, JLI used third parties and word of mouth to spread false and misleading information
17 about JUUL products.

18 843. Advertisements and representations for JUUL products concealed and failed to
19 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
20 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
21 addictive, posed significant risks of substantial physical injury resulting from the use of the
22 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
23 consumed through a pack of combustible cigarettes.

24 844. The labels on JUUL products failed to disclose that the products posed
25 significant risks of substantial physical injury resulting from the use of the products. The labels
26 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

27 845. The omissions were misleading and deceptive standing alone and were
28 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to

1 cigarettes and other representations.

2 846. JLI's conduct was unfair and unconscionable in that it included (i) the
3 manufacture and sale of products with a heightened propensity to cause addiction and physical
4 injuries and (ii) misrepresentations and omissions of material facts concerning the
5 characteristics and safety of JUUL products that offended public policy; were immoral,
6 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
7 substantial harm that greatly outweighs any possible utility from the conduct.

8 847. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
9 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
10 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
11 products are of a particular standard, quality, or grade, or that goods are of a particular style or
12 model, when they are not; (c) advertising goods or services with intent not to sell them as
13 advertised; (d) engaging in other conduct creating a likelihood of confusion or of
14 misunderstanding and that misled, deceived, and/ or damaged a buyer in connection with the
15 sale or advertisement of goods or services; and (e) using or employing deception, fraud, false
16 pretense, false promise, misrepresentation, or knowingly concealing, suppressing, or omitting a
17 material fact with intent that others rely upon the concealment, suppression, or omission in
18 connection with the sale or advertisement of goods.

19 848. JLI's conduct was fraudulent and deceptive because the misrepresentations and
20 omissions had the capacity to deceive, and in fact did, deceive reasonable consumers, including
21 the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to
22 their purchasing decisions that JUUL's products (i) were not smoking cessation devices, (ii)
23 were not reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-
24 delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of
25 substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
26 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
27 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
28 Plaintiffs' and class members' decisions to purchase JUUL products.

1 849. JLI owed Plaintiffs and class members a duty to disclose these facts because they
2 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
3 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
4 facts; because the facts would be material to reasonable consumers; because JLI actively
5 concealed them; because JLI intended for consumers to rely on the omissions in question;
6 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
7 made partial representations concerning the same subject matter as the omitted facts.

8 850. JLI and the Management Defendants engaged in fraudulent and deceptive
9 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
10 products were appropriate for minors, when in fact the products never should have been
11 marketed to minors and are especially harmful to minors due to the potent and addictive
12 nicotine doses, addictive qualities, and health risks.

13 851. In addition, all Defendants engaged in unfair and unconscionable conduct
14 because the targeting of minors offends public policy (in particular Alaska Stat. § 11.76.109); is
15 immoral, unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and has
16 caused substantial harm that greatly outweighs any possible utility from the conduct.

17 852. As alleged above, all Defendants participated and/or facilitated the marketing of
18 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
19 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
20 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
21 use of JUUL products by minors continues to rise.

22 853. Defendants' conduct actually and proximately caused an ascertainable loss of
23 money or property to Plaintiffs and class members. Absent Defendants' unfair and fraudulent
24 conduct, Plaintiffs and class members would have behaved differently and would not have
25 purchased JUUL products or would have paid less for them. Defendants' misrepresentations and
26 omissions induced Plaintiffs and class members to purchase JUUL products they would not
27 otherwise have purchased and enter into purchase contracts they would not otherwise have
28 entered into. In addition, class members who are minors are entitled to full repayment of the

1 amounts they spent on JUUL products. Plaintiffs seek—on behalf of themselves and each
2 member of the class—injunctive relief, reasonable attorneys’ fees, three times actual damages
3 or \$500, whichever is greater, as well as any other relief the Court may deem just or proper.

4 854. Plaintiffs have complied or substantially complied with all applicable notice
5 requirements, or are otherwise excused from compliance for this proceeding.

6 **b. Common Law Fraud**

7 855. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

8 856. This claim is brought against JLI.

9 857. JUUL created and implemented a scheme to create a market for e-cigarettes and
10 substantially increase sales of JUUL through a pervasive pattern of false and misleading
11 statements and omissions. JUUL’s plan was to portray JUUL products as cool and safe
12 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
13 misrepresenting or omitting key facts concerning JUUL products’ nicotine content and doses,
14 addictiveness, and significant risks of substantial physical injury from using JUUL products.

15 858. Advertisements and representations for JUUL products contained deceptive
16 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
17 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
18 cigarettes. The advertisements and JLI’s public statements portrayed JUUL products as safe or
19 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
20 decades, JLI used third parties and word of mouth to spread false and misleading information
21 about JUUL products.

22 859. Advertisements and representations for JUUL products concealed and failed to
23 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
24 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
25 addictive, posed significant risks of substantial physical injury resulting from the use of the
26 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
27 consumed through a pack of combustible cigarettes.

28 860. The labels on JUUL products failed to disclose that the products posed

1 significant risks of substantial physical injury resulting from the use of the products. The labels
2 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

3 861. The omissions were misleading and deceptive standing alone and were
4 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
5 cigarettes and other representations.

6 862. JLI's conduct was fraudulent and deceptive because its misrepresentations and
7 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
8 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
9 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
10 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
11 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
12 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
13 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
14 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
15 Plaintiffs' and class members' decisions to purchase JUUL products.

16 863. JLI owed Plaintiffs and class members a duty to disclose these facts because they
17 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
18 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
19 facts; because the facts would be material to reasonable consumers; because JUUL products
20 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
21 representations concerning the same subject matter as the omitted facts.

22 864. As set forth in the allegations concerning each Plaintiff in Appendix A, in
23 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
24 and/or omissions. Reasonable consumers would have been expected to have relied on the
25 misrepresentations and omissions.

26 865. JLI knew or should have known that its misrepresentations and/or omissions
27 were false and misleading, and intended for consumers to rely on such misrepresentations and
28 omissions.

1 866. JLI knew that JUUL products were not safe or reasonable alternatives to
2 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
3 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
4 products.

5 867. JUUL's conduct actually and proximately caused actual damages to Plaintiffs
6 and class members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
7 differently and would not have purchased JUUL products or would have paid less for them.
8 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
9 JUUL products they would not otherwise have purchased and enter into purchase contracts they
10 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
11 member of the class damages in an amount to be proven at trial, as well as any other relief the
12 Court may deem just or proper.

13 **c. Breach of the Implied Warranty of Merchantability**

14 868. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

15 869. This claim is brought against JLI.

16 870. JUUL has at all times been a merchant with respect to the products which were
17 sold to Plaintiff and the class and was in the business of selling such products.

18 871. Each JUUL product sold by JUUL comes with an implied warranty that it will
19 merchantable and fit for the ordinary purpose for which it would be used. Alaska Stat.
20 § 45.02.314. JUUL has breached its implied warranty of merchantability because its products
21 were not in merchantable condition when sold, were defective when sold, did not conform to the
22 promises and affirmations of fact made on the products' containers or labels, and/or do not
23 possess even the most basic degree of fitness for ordinary use.

24 872. The ordinary intended purpose of JUUL's products—and the purpose for which
25 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
26 products are not fit for that use—or any other use—because they (i) were not smoking cessation
27 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
28 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed

1 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
2 products are not fit for their ordinary, intended use as either cigarette replacement devices or
3 recreation smoking devices.

4 873. Plaintiffs and each member of the class have had sufficient direct dealings with
5 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
6 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
7 each member of the class, on the other hand.

8 874. Further, Plaintiffs and each member of the class were third-party beneficiaries of
9 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
10 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
11 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
12 the express purpose an intent of being sold to consumers.

13 875. Plaintiffs and the members of the class were injured as a direct and proximate
14 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
15 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
16 because, had they been aware of the unmerchantable condition of JUUL products, they would
17 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
18 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

19 876. JUUL was provided notice of these issues by numerous complaints filed against
20 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
21 individual letters and communications sent by consumers before or within a reasonable amount
22 of time after they discovered or should have discovered that's JUUL product were defective and
23 unmerchantable.

24 **d. Unjust Enrichment**

25 877. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

26 878. This claim is brought against JLI and the Management Defendants.

27 879. Defendants created and implemented a scheme to create a market for e-cigarettes
28 and substantially increase sales of JUUL products through a pervasive pattern of false and

1 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
2 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
3 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
4 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
5 products.

6 880. Defendants were unjustly enriched as a result of their wrongful conduct,
7 including through the false and misleading advertisements and omissions regarding (i) whether
8 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
9 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
10 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
11 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
12 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
13 enriched through their scheme of marketing their products to minors. Alaska Stat. § 11.76.109
14 prohibits the marketing and sale of JUUL products to minors.

15 881. Defendants requested and received a measurable benefit at the expense of
16 Plaintiffs and class members in the form of payment for JUUL products.

17 882. Defendants appreciated, recognized, and chose to accept the monetary benefits
18 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
19 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

20 883. There is no justification for Defendants' enrichment. It would be inequitable,
21 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
22 benefits were procured as a result of their wrongful conduct.

23 884. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
24 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
25 with Defendant.

26 885. Plaintiffs plead this claim separately as well as in the alternative to their other
27 claims, as without such claims they would have no adequate legal remedy.
28

1 **3. Arizona**

2 886. Plaintiffs bring each of the following claims on behalf of the Arizona Subclass
3 under Arizona law.

4 **a. Violation of the Arizona Consumer Fraud Act (Ariz. Rev.**
5 **Stat. § 44-1521, et seq.)**

6 887. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

7 888. This claim is brought against JLI and, for certain unfair and/or unconscionable
8 conduct claims as noted below, all Defendants.

9 889. Plaintiffs and class members purchased JUUL products for personal purposes.

10 890. Defendants created and implemented a scheme to create a market for e-cigarettes
11 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
12 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
13 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
14 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
15 addictiveness, and significant risks of substantial physical injury from using JUUL products.

16 891. Advertisements and representations for JUUL products contained deceptive
17 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
18 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
19 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
20 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
21 decades, JLI used third parties and word of mouth to spread false and misleading information
22 about JUUL products.

23 892. Advertisements and representations for JUUL products concealed and failed to
24 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
25 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
26 addictive, posed significant risks of substantial physical injury resulting from the use of the
27 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
28 consumed through a pack of combustible cigarettes.

1 893. The labels on JUUL products failed to disclose that the products posed
2 significant risks of substantial physical injury resulting from the use of the products. The labels
3 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

4 894. The omissions were misleading and deceptive standing alone and were
5 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
6 cigarettes and other representations.

7 895. JLI's conduct was unfair and unconscionable in that it included (i) the
8 manufacture and sale of products with a heightened propensity to cause addiction and physical
9 injuries and (ii) misrepresentations and omissions of material facts concerning the
10 characteristics and safety of JUUL products that offended public policy; were immoral,
11 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
12 substantial harm that greatly outweighs any possible utility from the conduct.

13 896. JLI's conduct was fraudulent and deceptive because the misrepresentations and
14 omissions had the tendency and capacity to convey misleading impressions to consumers, and
15 in fact did, mislead reasonable consumers, including the Plaintiffs. Reasonable consumers,
16 including the Plaintiffs, would have found it material to their purchasing decisions that JUUL's
17 products (i) were not smoking cessation devices, (ii) were not reasonable alternatives to
18 combustible cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
19 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
20 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
21 nicotine consumed through a pack of combustible cigarettes. Knowledge of these facts would
22 have been a substantial factor in Plaintiffs' and class members' decisions to purchase JUUL
23 products.

24 897. JLI owed Plaintiffs and class members a duty to disclose these facts because they
25 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
26 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
27 facts; because the facts would be material to reasonable consumers; because JLI actively
28 concealed them; because JLI intended for consumers to rely on the omissions in question;

1 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
2 made partial representations concerning the same subject matter as the omitted facts.

3 898. As set forth in the allegations concerning each Plaintiff in Appendix A, in
4 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
5 Reasonable consumers would have been expected to have relied on the misrepresentations and
6 omissions.

7 899. Defendants knew or should have known that their misrepresentations and/or
8 omissions were false and misleading, and intended for consumers to rely on such
9 misrepresentations and omissions.

10 900. JLI and the Management Defendants engaged in fraudulent and deceptive
11 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
12 products were appropriate for minors, when in fact the products never should have been
13 marketed to minors and are especially harmful to minors due to the potent and addictive
14 nicotine doses, addictive qualities, and health risks.

15 901. In addition, all Defendants engaged in unfair and unconscionable conduct
16 because the targeting of minors offends public policy (in particular Ariz. Rev. Stat. § 13-
17 3622(A)); is immoral, unethical, oppressive, outrageous, unscrupulous, and substantially
18 injurious; and has caused substantial harm that greatly outweighs any possible utility from the
19 conduct.

20 902. As alleged above, all Defendants participated and/or facilitated the marketing of
21 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
22 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
23 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
24 use of JUUL products by minors continues to rise.

25 903. Defendants' conduct actually and proximately caused actual damages to
26 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
27 class members would have behaved differently and would not have purchased JUUL products
28 or would have paid less for them. Defendants' misrepresentations and omissions induced

1 Plaintiffs and class members to purchase JUUL products they would not otherwise have
2 purchased and enter into purchase contracts they would not otherwise have entered into. In
3 addition, class members who are minors are entitled to full repayment of the amounts they spent
4 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
5 injunctive relief, reasonable attorneys’ fees, punitive damages, and actual damages, as well as
6 any other relief the Court may deem just or proper.

7 **b. Common Law Fraud**

8 904. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

9 905. This claim is brought against JLI.

10 906. JUUL created and implemented a scheme to create a market for e-cigarettes and
11 substantially increase sales of JUUL through a pervasive pattern of false and misleading
12 statements and omissions. JUUL’s plan was to portray JUUL products as cool and safe
13 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
14 misrepresenting or omitting key facts concerning JUUL products’ nicotine content and doses,
15 addictiveness, and significant risks of substantial physical injury from using JUUL products.

16 907. Advertisements and representations for JUUL products contained deceptive
17 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
18 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
19 cigarettes. The advertisements and JLI’s public statements portrayed JUUL products as safe or
20 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
21 decades, JLI used third parties and word of mouth to spread false and misleading information
22 about JUUL products.

23 908. Advertisements and representations for JUUL products concealed and failed to
24 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
25 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
26 addictive, posed significant risks of substantial physical injury resulting from the use of the
27 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
28 consumed through a pack of combustible cigarettes.

1 909. The labels on JUUL products failed to disclose that the products posed
2 significant risks of substantial physical injury resulting from the use of the products. The labels
3 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

4 910. The omissions were misleading and deceptive standing alone and were
5 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
6 cigarettes and other representations.

7 911. JLI's conduct was fraudulent and deceptive because its misrepresentations and
8 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
9 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
10 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
11 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
12 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
13 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
14 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
15 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
16 Plaintiffs' and class members' decisions to purchase JUUL products.

17 912. JLI owed Plaintiffs and class members a duty to disclose these facts because they
18 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
19 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
20 facts; because the facts would be material to reasonable consumers; because JUUL products
21 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
22 representations concerning the same subject matter as the omitted facts.

23 913. As set forth in the allegations concerning each Plaintiff in Appendix A, in
24 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
25 and/or omissions. Reasonable consumers would have been expected to have relied on the
26 misrepresentations and omissions.

27 914. JLI knew or should have known that its misrepresentations and/or omissions
28 were false and misleading, and intended for consumers to rely on such misrepresentations and

1 omissions.

2 915. JLI knew that JUUL products were not safe or reasonable alternatives to
3 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
4 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
5 products.

6 916. JUUL's conduct actually and proximately caused damage to Plaintiffs and class
7 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
8 differently and would not have purchased JUUL products or would have paid less for them.
9 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
10 JUUL products they would not otherwise have purchased and enter into purchase contracts they
11 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
12 member of the class damages in an amount to be proven at trial, as well as any other relief the
13 Court may deem just or proper.

14 **c. Breach of the Implied Warranty of Merchantability**

15 917. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

16 918. This claim is brought against JLI.

17 919. JUUL has at all times been a merchant with respect to the products which were
18 sold to Plaintiff and the class and was in the business of selling such products.

19 920. Each JUUL product sold by JUUL comes with an implied warranty that it will
20 merchantable and fit for the ordinary purpose for which it would be used. Ariz. Rev. Stat. § 47-
21 2314. JUUL has breached its implied warranty of merchantability because its products were not
22 in merchantable condition when sold, were defective when sold, did not conform to the
23 promises and affirmations of fact made on the products' containers or labels, and/or do not
24 possess even the most basic degree of fitness for ordinary use.

25 921. The ordinary intended purpose of JUUL's products—and the purpose for which
26 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
27 products are not fit for that use—or any other use—because they (i) were not smoking cessation
28 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely

1 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
2 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
3 products are not fit for their ordinary, intended use as either cigarette replacement devices or
4 recreation smoking devices.

5 922. Plaintiffs and each member of the class have had sufficient direct dealings with
6 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
7 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
8 each member of the class, on the other hand.

9 923. Further, Plaintiffs and each member of the class were third-party beneficiaries of
10 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
11 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
12 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
13 the express purpose an intent of being sold to consumers.

14 924. Plaintiffs and the members of the class were injured as a direct and proximate
15 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
16 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
17 because, had they been aware of the unmerchantable condition of JUUL products, they would
18 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
19 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

20 925. JUUL was provided notice of these issues by numerous complaints filed against
21 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
22 individual letters and communications sent by consumers before or within a reasonable amount
23 of time after they discovered or should have discovered that's JUUL product were defective and
24 unmerchantable.

25 **d. Unjust Enrichment**

26 926. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

27 927. This claim is brought against JLI and the Management Defendants.

28 928. Defendants created and implemented a scheme to create a market for e-cigarettes

1 and substantially increase sales of JUUL products through a pervasive pattern of false and
2 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
3 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
4 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
5 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
6 products.

7 929. Defendants were unjustly enriched as a result of their wrongful conduct,
8 including through the false and misleading advertisements and omissions regarding (i) whether
9 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
10 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
11 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
12 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
13 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
14 enriched through their scheme of marketing their products to minors. Ariz. Rev. Stat. § 13-
15 3622(A) prohibits the marketing and sale of JUUL products to minors.

16 930. Defendants requested and received a measurable benefit at the expense of
17 Plaintiffs and class members in the form of payment for JUUL products.

18 931. Defendants appreciated, recognized, and chose to accept the monetary benefits
19 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
20 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

21 932. There is no justification for Defendants' enrichment. It would be inequitable,
22 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
23 benefits were procured as a result of their wrongful conduct.

24 933. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
25 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
26 with Defendant.

27 934. Plaintiffs plead this claim separately as well as in the alternative to their other
28 claims, as without such claims they would have no adequate legal remedy.

1 **4. Arkansas**

2 935. Plaintiffs bring each of the following claims on behalf of the Arkansas Subclass
3 under Arkansas law.

4 **a. Violation of the Arkansas Deceptive Trade Practices Act (Ark.**
5 **Code § 4-88-101, et seq.)**

6 936. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

7 937. This claim is brought against JLI and, for certain unfairness or unconscionable
8 conduct claims, all Defendants.

9 938. Plaintiffs and class members purchased JUUL products for personal purposes.

10 939. Defendants created and implemented a scheme to create a market for e-cigarettes
11 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
12 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
13 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
14 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
15 addictiveness, and significant risks of substantial physical injury from using JUUL products.

16 940. Advertisements and representations for JUUL products contained deceptive
17 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
18 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
19 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
20 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
21 decades, JLI used third parties and word of mouth to spread false and misleading information
22 about JUUL products.

23 941. Advertisements and representations for JUUL products concealed and failed to
24 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
25 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
26 addictive, posed significant risks of substantial physical injury resulting from the use of the
27 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
28 consumed through a pack of combustible cigarettes.

1 942. The labels on JUUL products failed to disclose that the products posed
2 significant risks of substantial physical injury resulting from the use of the products. The labels
3 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

4 943. The omissions were misleading and deceptive standing alone and were
5 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
6 cigarettes and other representations.

7 944. JLI's conduct was unfair and unconscionable in that it included (i) the
8 manufacture and sale of products with a heightened propensity to cause addiction and physical
9 injuries and (ii) misrepresentations and omissions of material facts concerning the
10 characteristics and safety of JUUL products violated public policy and affronted the sense of
11 justice, decency, or reasonableness.

12 945. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
13 unfair business practices: (a) knowingly misrepresenting that JUUL products have
14 characteristics, ingredients, uses, or benefits which they do not have; (b) knowingly
15 misrepresenting that JUUL products are of a particular standard, quality, or grade, or that goods
16 are of a particular style or model, when they are not; (c) advertising goods or services with
17 intent not to sell them as advertised; (d) using or employing deception, fraud, or false pretense;
18 (e) concealing, suppressing, or omitting material facts with the intent that other rely upon the
19 concealment, suppression, or omission; and (f) engaging in other unconscionable, false or
20 deceptive acts or practices in business commerce, or trade.

21 946. JLI's conduct was fraudulent and deceptive because the misrepresentations and
22 omissions at issue were likely to and had the capacity to, and in fact did, deceive reasonable
23 consumers, including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have
24 found it material to their purchasing decisions that JUUL's products (i) were not smoking
25 cessation devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were
26 extremely potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed
27 unreasonable risks of substantial bodily injury resulting from the use of the products, and (vi)
28 that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a

1 pack of combustible cigarettes. Knowledge of these facts would have been a substantial factor
2 in Plaintiffs' and class members' decisions to purchase JUUL products.

3 947. JLI owed Plaintiffs and class members a duty to disclose these facts because they
4 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
5 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
6 facts; because the facts would be material to reasonable consumers; because JLI actively
7 concealed them; because JLI intended for consumers to rely on the omissions in question;
8 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
9 made partial representations concerning the same subject matter as the omitted facts.

10 948. As set forth in the allegations concerning each Plaintiff in Appendix A, in
11 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
12 Reasonable consumers would have been expected to have relied on the misrepresentations and
13 omissions.

14 949. Defendants knew or should have known that their misrepresentations and/or
15 omissions were false and misleading, and intended for consumers to rely on such
16 misrepresentations and omissions.

17 950. JLI and the Management Defendants engaged in fraudulent and deceptive
18 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
19 products were appropriate for minors, when in fact the products never should have been
20 marketed to minors and are especially harmful to minors due to the potent and addictive
21 nicotine doses, addictive qualities, and health risks.

22 951. In addition, all Defendants engaged in unfair and unconscionable conduct
23 because the targeting of minors offends public policy (in particular Ark. Code § 5-27-227(a)(1))
24 and affronted the sense of justice, decency, or reasonableness.

25 952. As alleged above, all Defendants participated and/or facilitated the marketing of
26 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
27 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
28 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the

1 use of JUUL products by minors continues to rise.

2 953. Defendants' conduct actually and proximately caused actual financial loss to
3 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
4 class members would have behaved differently and would not have purchased JUUL products
5 or would have paid less for them. Defendants' misrepresentations and omissions induced
6 Plaintiffs and class members to purchase JUUL products they would not otherwise have
7 purchased and enter into purchase contracts they would not otherwise have entered into. In
8 addition, class members who are minors are entitled to full repayment of the amounts they spent
9 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—to
10 recover their actual financial loss, reasonable attorneys' fees, and punitive damages, as well as
11 any other relief the Court may deem just or proper.

12 **b. Common Law Fraud**

13 954. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

14 955. This claim is brought against JLI.

15 956. JUUL created and implemented a scheme to create a market for e-cigarettes and
16 substantially increase sales of JUUL through a pervasive pattern of false and misleading
17 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
18 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
19 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
20 addictiveness, and significant risks of substantial physical injury from using JUUL products.

21 957. Advertisements and representations for JUUL products contained deceptive
22 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
23 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
24 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
25 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
26 decades, JLI used third parties and word of mouth to spread false and misleading information
27 about JUUL products.

28 958. Advertisements and representations for JUUL products concealed and failed to

1 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
2 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
3 addictive, posed significant risks of substantial physical injury resulting from the use of the
4 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
5 consumed through a pack of combustible cigarettes.

6 959. The labels on JUUL products failed to disclose that the products posed
7 significant risks of substantial physical injury resulting from the use of the products. The labels
8 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

9 960. The omissions were misleading and deceptive standing alone and were
10 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
11 cigarettes and other representations.

12 961. JLI's conduct was fraudulent and deceptive because its misrepresentations and
13 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
14 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
15 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
16 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
17 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
18 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
19 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
20 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
21 Plaintiffs' and class members' decisions to purchase JUUL products.

22 962. JLI owed Plaintiffs and class members a duty to disclose these facts because they
23 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
24 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
25 facts; because the facts would be material to reasonable consumers; because JUUL products
26 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
27 representations concerning the same subject matter as the omitted facts.

28 963. As set forth in the allegations concerning each Plaintiff in Appendix A, in

1 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
2 and/or omissions. Reasonable consumers would have been expected to have relied on the
3 misrepresentations and omissions.

4 964. Defendants knew or should have known that their misrepresentations and/or
5 omissions were false and misleading, and intended for consumers to rely on such
6 misrepresentations and omissions.

7 965. JLI knew that JUUL products were not safe or reasonable alternatives to
8 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
9 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
10 products.

11 966. JUUL's conduct actually and proximately caused actual damages to Plaintiffs
12 and class members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
13 differently and would not have purchased JUUL products or would have paid less for them.
14 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
15 JUUL products they would not otherwise have purchased and enter into purchase contracts they
16 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
17 member of the class damages in an amount to be proven at trial, as well as any other relief the
18 Court may deem just or proper.

19 **c. Breach of the Implied Warranty of Merchantability**

20 967. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

21 968. This claim is brought against JLI.

22 969. JUUL has at all times been a merchant with respect to the products which were
23 sold to Plaintiff and the class and was in the business of selling such products.

24 970. Each JUUL product sold by JUUL comes with an implied warranty that it will
25 merchantable and fit for the ordinary purpose for which it would be used. Ark. Code § 4-2-
26 314. JUUL has breached its implied warranty of merchantability because its products were not
27 in merchantable condition when sold, were defective when sold, did not conform to the
28 promises and affirmations of fact made on the products' containers or labels, and/or do not

1 possess even the most basic degree of fitness for ordinary use.

2 971. The ordinary intended purpose of JUUL's products—and the purpose for which
3 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
4 products are not fit for that use—or any other use—because they (i) were not smoking cessation
5 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
6 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
7 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
8 products are not fit for their ordinary, intended use as either cigarette replacement devices or
9 recreation smoking devices.

10 972. Plaintiffs and each member of the class have had sufficient direct dealings with
11 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
12 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
13 each member of the class, on the other hand.

14 973. Further, Plaintiffs and each member of the class were third-party beneficiaries of
15 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
16 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
17 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
18 the express purpose an intent of being sold to consumers.

19 974. Plaintiffs and the members of the class were injured as a direct and proximate
20 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
21 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
22 because, had they been aware of the unmerchantable condition of JUUL products, they would
23 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
24 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

25 975. JUUL was provided notice of these issues by numerous complaints filed against
26 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
27 individual letters and communications sent by consumers before or within a reasonable amount
28 of time after they discovered or should have discovered that's JUUL product were defective and

1 unmerchtable.

2 **d. Unjust Enrichment**

3 976. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

4 977. This claim is brought against JLI and the Management Defendants.

5 978. Defendants created and implemented a scheme to create a market for e-cigarettes
6 and substantially increase sales of JUUL products through a pervasive pattern of false and
7 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
8 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
9 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
10 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
11 products.

12 979. Defendants were unjustly enriched as a result of their wrongful conduct,
13 including through the false and misleading advertisements and omissions regarding (i) whether
14 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
15 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
16 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
17 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
18 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
19 enriched through their scheme of marketing their products to minors. Ark. Code § 5-27-
20 227(a)(1) prohibits the marketing and sale of JUUL products to minors.

21 980. Defendants requested and received a measurable benefit at the expense of
22 Plaintiffs and class members in the form of payment for JUUL products.

23 981. Defendants appreciated, recognized, and chose to accept the monetary benefits
24 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
25 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

26 982. There is no justification for Defendants' enrichment. It would be inequitable,
27 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
28 benefits were procured as a result of their wrongful conduct.

1 983. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
2 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
3 with Defendant.

4 984. Plaintiffs plead this claim separately as well as in the alternative to their other
5 claims, as without such claims they would have no adequate legal remedy.

6 **5. Colorado**

7 985. Plaintiffs bring each of the following claims on behalf of the Colorado Subclass
8 under Colorado law.

9 **a. Violation of the Colorado Consumer Protection Act (Colo.
10 Rev. Stat. § 6-1-101, et seq.)**

11 986. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

12 987. This claim is brought against JLI and, for certain unfair and/or unconscionable
13 conduct claims as noted below, all Defendants.

14 988. Plaintiffs and class members purchased JUUL products for personal purposes.

15 989. Defendants created and implemented a scheme to create a market for e-cigarettes
16 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
17 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
18 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
19 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
20 addictiveness, and significant risks of substantial physical injury from using JUUL products.

21 990. Advertisements and representations for JUUL products contained deceptive
22 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
23 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
24 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
25 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
26 decades, JLI used third parties and word of mouth to spread false and misleading information
27 about JUUL products.

28 991. Advertisements and representations for JUUL products concealed and failed to

1 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
2 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
3 addictive, posed significant risks of substantial physical injury resulting from the use of the
4 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
5 consumed through a pack of combustible cigarettes.

6 992. The labels on JUUL products failed to disclose that the products posed
7 significant risks of substantial physical injury resulting from the use of the products. The labels
8 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

9 993. The omissions were misleading and deceptive standing alone and were
10 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
11 cigarettes and other representations.

12 994. JLI's conduct was unfair and unconscionable in that it included (i) the
13 manufacture and sale of products with a heightened propensity to cause addiction and physical
14 injuries and (ii) misrepresentations and omissions of material facts concerning the
15 characteristics and safety of JUUL products that offended public policy; were immoral,
16 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
17 substantial harm that greatly outweighs any possible utility from the conduct.

18 995. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
19 unfair business practices: (a) knowingly or recklessly misrepresenting that JUUL products have
20 characteristics, ingredients, uses, benefits, or quantities, which they do not have; (b)
21 misrepresenting that JUUL products are of a particular standard, quality, or grade, or that goods
22 are of a particular style or model, while knowing or having should known that they are not; (c)
23 advertising goods or services with intent not to sell them as advertised; (d) failing to disclose
24 material information concerning goods or services which was known at the time of an
25 advertisement or sale and intended to induce a consumer to enter into a transaction; and (e)
26 knowingly or recklessly engaging in other unfair, unconscionable, deceptive, deliberately
27 misleading, false, or fraudulent act or practices.

28 996. JLI's conduct was fraudulent and deceptive because the misrepresentations and

1 omissions had the capacity or tendency to deceive, and in fact did, deceive reasonable
2 consumers, including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have
3 found it material to their purchasing decisions that JUUL's products (i) were not smoking
4 cessation devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were
5 extremely potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed
6 unreasonable risks of substantial bodily injury resulting from the use of the products, and (vi)
7 that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a
8 pack of combustible cigarettes. Knowledge of these facts would have been a substantial factor
9 in Plaintiffs' and class members' decisions to purchase JUUL products.

10 997. JLI owed Plaintiffs and class members a duty to disclose these facts because they
11 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
12 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
13 facts; because the facts would be material to reasonable consumers; because JLI actively
14 concealed them; because JLI intended for consumers to rely on the omissions in question;
15 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
16 made partial representations concerning the same subject matter as the omitted facts.

17 998. Defendants knew or should have known that their misrepresentations and/or
18 omissions were false and misleading or otherwise exhibited reckless disregard for the truth, and
19 intended for consumers to rely on such misrepresentations and omissions.

20 999. JLI and the Management Defendants engaged in fraudulent and deceptive
21 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
22 products were appropriate for minors, when in fact the products never should have been
23 marketed to minors and are especially harmful to minors due to the potent and addictive
24 nicotine doses, addictive qualities, and health risks.

25 1000. In addition, all Defendants engaged in unfair and unconscionable conduct
26 because the targeting of minors offends public policy (in particular Colo. Rev. Stat. §§ 18-13-
27 121(1)(a) and 44-7-103); is immoral, unethical, oppressive, outrageous, unscrupulous, and
28 substantially injurious; and has caused substantial harm that greatly outweighs any possible

1 utility from the conduct.

2 1001. As alleged above, all Defendants participated and/or facilitated the marketing of
3 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
4 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
5 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
6 use of JUUL products by minors continues to rise.

7 1002. Defendants' conduct significantly impacts the public as actual or potential
8 consumers of Defendant's goods.

9 1003. Defendants' conduct actually and proximately caused injury and actual damage
10 to Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs
11 and class members would have behaved differently and would not have purchased JUUL
12 products or would have paid less for them. Defendants' misrepresentations and omissions
13 induced Plaintiffs and class members to purchase JUUL products they would not otherwise have
14 purchased and enter into purchase contracts they would not otherwise have entered into. In
15 addition, class members who are minors are entitled to full repayment of the amounts they spent
16 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
17 three times actual damages or \$500, whichever is greater, and reasonable attorneys' fees, as well
18 as any other relief the Court may deem just or proper.

19 **b. Common Law Fraud**

20 1004. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

21 1005. This claim is brought against JLI.

22 1006. JUUL created and implemented a scheme to create a market for e-cigarettes and
23 substantially increase sales of JUUL through a pervasive pattern of false and misleading
24 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
25 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
26 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
27 addictiveness, and significant risks of substantial physical injury from using JUUL products.

28 1007. Advertisements and representations for JUUL products contained deceptive

1 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
2 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
3 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
4 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
5 decades, JLI used third parties and word of mouth to spread false and misleading information
6 about JUUL products.

7 1008. Advertisements and representations for JUUL products concealed and failed to
8 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
9 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
10 addictive, posed significant risks of substantial physical injury resulting from the use of the
11 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
12 consumed through a pack of combustible cigarettes.

13 1009. The labels on JUUL products failed to disclose that the products posed
14 significant risks of substantial physical injury resulting from the use of the products. The labels
15 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

16 1010. The omissions were misleading and deceptive standing alone and were
17 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
18 cigarettes and other representations.

19 1011. JLI's conduct was fraudulent and deceptive because its misrepresentations and
20 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
21 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
22 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
23 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
24 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
25 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
26 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
27 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
28 Plaintiffs' and class members' decisions to purchase JUUL products.

1 1012. JLI owed Plaintiffs and class members a duty to disclose these facts because they
2 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
3 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
4 facts; because the facts would be material to reasonable consumers; because JUUL products
5 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
6 representations concerning the same subject matter as the omitted facts.

7 1013. As set forth in the allegations concerning each Plaintiff in Appendix A, in
8 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
9 and/or omissions. Reasonable consumers would have been expected to have relied on the
10 misrepresentations and omissions.

11 1014. Defendants knew or should have known that their misrepresentations and/or
12 omissions were false and misleading, and intended for consumers to rely on such
13 misrepresentations and omissions.

14 1015. JLI knew that JUUL products were not safe or reasonable alternatives to
15 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
16 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
17 products.

18 1016. JUUL's conduct actually and proximately caused actual damages to Plaintiffs
19 and class members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
20 differently and would not have purchased JUUL products or would have paid less for them.
21 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
22 JUUL products they would not otherwise have purchased and enter into purchase contracts they
23 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
24 member of the class damages in an amount to be proven at trial, as well as any other relief the
25 Court may deem just or proper.

26 **c. Breach of the Implied Warranty of Merchantability**

27 1017. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

28 1018. This claim is brought against JLI.

1 1019. JUUL has at all times been a merchant with respect to the products which were
2 sold to Plaintiff and the class and was in the business of selling such products.

3 1020. Each JUUL product sold by JUUL comes with an implied warranty that it will
4 merchantable and fit for the ordinary purpose for which it would be used. Colo. Rev. Stat. § 4-
5 2-314. JUUL has breached its implied warranty of merchantability because its products were
6 not in merchantable condition when sold, were defective when sold, did not conform to the
7 promises and affirmations of fact made on the products' containers or labels, and/or do not
8 possess even the most basic degree of fitness for ordinary use.

9 1021. The ordinary intended purpose of JUUL's products—and the purpose for which
10 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
11 products are not fit for that use—or any other use—because they (i) were not smoking cessation
12 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
13 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
14 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
15 products are not fit for their ordinary, intended use as either cigarette replacement devices or
16 recreation smoking devices.

17 1022. Plaintiffs and each member of the class have had sufficient direct dealings with
18 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
19 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
20 each member of the class, on the other hand.

21 1023. Further, Plaintiffs and each member of the class were third-party beneficiaries of
22 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
23 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
24 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
25 the express purpose an intent of being sold to consumers.

26 1024. Plaintiffs and the members of the class were injured as a direct and proximate
27 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
28 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability

1 because, had they been aware of the unmerchantable condition of JUUL products, they would
2 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
3 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

4 1025. JUUL was provided notice of these issues by numerous complaints filed against
5 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
6 individual letters and communications sent by consumers before or within a reasonable amount
7 of time after they discovered or should have discovered that's JUUL product were defective and
8 unmerchantable.

9 **d. Unjust Enrichment**

10 1026. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

11 1027. This claim is brought against JLI and the Management Defendants.

12 1028. Defendants created and implemented a scheme to create a market for e-cigarettes
13 and substantially increase sales of JUUL products through a pervasive pattern of false and
14 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
15 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
16 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
17 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
18 products.

19 1029. Defendants were unjustly enriched as a result of their wrongful conduct,
20 including through the false and misleading advertisements and omissions regarding (i) whether
21 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
22 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
23 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
24 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
25 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
26 enriched through their scheme of marketing their products to minors. Colo. Rev. Stat. §§ 18-13-
27 121(1)(a) and 44-7-103 prohibits the marketing and sale of JUUL products to minors.

28 1030. Defendants requested and received a measurable benefit at the expense of

1 Plaintiffs and class members in the form of payment for JUUL products.

2 1031. Defendants appreciated, recognized, and chose to accept the monetary benefits
3 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
4 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

5 1032. There is no justification for Defendants' enrichment. It would be inequitable,
6 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
7 benefits were procured as a result of their wrongful conduct.

8 1033. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
9 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
10 with Defendant.

11 1034. Plaintiffs plead this claim separately as well as in the alternative to their other
12 claims, as without such claims they would have no adequate legal remedy.

13 **6. Connecticut**

14 1035. Plaintiffs bring each of the following claims on behalf of the Connecticut
15 Subclass under Connecticut law.

16 **a. Violation of the Connecticut Unfair Trade Practices Act**
17 **(Conn. Gen. Stat. § 42-110a, et seq.)**

18 1036. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

19 1037. This claim is brought against JLI and, for certain unfair and/or unconscionable
20 conduct claims as noted below, all Defendants.

21 1038. Defendants are "persons" as defined by Conn. Gen. Stat. Ann. § 42-110a.

22 1039. Plaintiffs and class members purchased JUUL products for personal purposes.

23 1040. Defendants created and implemented a scheme to create a market for e-cigarettes
24 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
25 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
26 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
27 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
28 addictiveness, and significant risks of substantial physical injury from using JUUL products.

1 1041. Advertisements and representations for JUUL products contained deceptive
2 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
3 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
4 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
5 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
6 decades, JLI used third parties and word of mouth to spread false and misleading information
7 about JUUL products.

8 1042. Advertisements and representations for JUUL products concealed and failed to
9 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
10 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
11 addictive, posed significant risks of substantial physical injury resulting from the use of the
12 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
13 consumed through a pack of combustible cigarettes.

14 1043. The labels on JUUL products failed to disclose that the products posed
15 significant risks of substantial physical injury resulting from the use of the products. The labels
16 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

17 1044. The omissions were misleading and deceptive standing alone and were
18 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
19 cigarettes and other representations.

20 1045. JLI's conduct was unfair and unconscionable in that it included (i) the
21 manufacture and sale of products with a heightened propensity to cause addiction and physical
22 injuries and (ii) misrepresentations and omissions of material facts concerning the
23 characteristics and safety of JUUL products that offended public policy; were immoral,
24 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
25 substantial harm that greatly outweighs any possible utility from the conduct.

26 1046. JLI's conduct was fraudulent and deceptive because the misrepresentations and
27 omissions had the capacity to deceive, and in fact did, deceive reasonable consumers including
28 the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to

1 their purchasing decisions that JUUL's products (i) were not smoking cessation devices, (ii)
2 were not reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-
3 delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of
4 substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
5 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
6 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
7 Plaintiffs' and class members' decisions to purchase JUUL products.

8 1047. JLI owed Plaintiffs and class members a duty to disclose these facts because they
9 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
10 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
11 facts; because the facts would be material to reasonable consumers; because JLI actively
12 concealed them; because JLI intended for consumers to rely on the omissions in question;
13 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
14 made partial representations concerning the same subject matter as the omitted facts.

15 1048. JLI and the Management Defendants engaged in fraudulent and deceptive
16 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
17 products were appropriate for minors, when in fact the products never should have been
18 marketed to minors and are especially harmful to minors due to the potent and addictive
19 nicotine doses, addictive qualities, and health risks.

20 1049. In addition, all Defendants engaged in unfair and unconscionable conduct
21 because the targeting of minors offends public policy (in particular Conn. Gen. Stat. § 53-
22 344b(b)); is immoral, unethical, oppressive, outrageous, unscrupulous, and substantially
23 injurious; and has caused substantial harm that greatly outweighs any possible utility from the
24 conduct.

25 1050. As alleged above, all Defendants participated and/or facilitated the marketing of
26 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
27 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
28 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the

1 use of JUUL products by minors continues to rise.

2 1051. Defendants’ conduct actually and proximately caused an ascertainable loss of
3 money or property to Plaintiffs and class members. Absent Defendants’ unfair and fraudulent
4 conduct, Plaintiffs and class members would have behaved differently and would not have
5 purchased JUUL products or would have paid less for them. Defendants’ misrepresentations and
6 omissions induced Plaintiffs and class members to purchase JUUL products they would not
7 otherwise have purchased and enter into purchase contracts they would not otherwise have
8 entered into. In addition, class members who are minors are entitled to full repayment of the
9 amounts they spent on JUUL products. Plaintiffs seek—on behalf of themselves and each
10 member of the class—injunctive relief, attorney’s fees, actual damages, and punitive damages,
11 as well as any other relief the Court may deem just or proper.

12 **b. Common Law Fraud**

13 1052. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

14 1053. This claim is brought against JLI.

15 1054. JUUL created and implemented a scheme to create a market for e-cigarettes and
16 substantially increase sales of JUUL through a pervasive pattern of false and misleading
17 statements and omissions. JUUL’s plan was to portray JUUL products as cool and safe
18 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
19 misrepresenting or omitting key facts concerning JUUL products’ nicotine content and doses,
20 addictiveness, and significant risks of substantial physical injury from using JUUL products.

21 1055. Advertisements and representations for JUUL products contained deceptive
22 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
23 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
24 cigarettes. The advertisements and JLI’s public statements portrayed JUUL products as safe or
25 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
26 decades, JLI used third parties and word of mouth to spread false and misleading information
27 about JUUL products.

28 1056. Advertisements and representations for JUUL products concealed and failed to

1 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
2 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
3 addictive, posed significant risks of substantial physical injury resulting from the use of the
4 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
5 consumed through a pack of combustible cigarettes.

6 1057. The labels on JUUL products failed to disclose that the products posed
7 significant risks of substantial physical injury resulting from the use of the products. The labels
8 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

9 1058. The omissions were misleading and deceptive standing alone and were
10 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
11 cigarettes and other representations.

12 1059. JLI's conduct was fraudulent and deceptive because its misrepresentations and
13 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
14 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
15 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
16 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
17 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
18 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
19 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
20 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
21 Plaintiffs' and class members' decisions to purchase JUUL products.

22 1060. JLI owed Plaintiffs and class members a duty to disclose these facts because they
23 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
24 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
25 facts; because the facts would be material to reasonable consumers; because JUUL products
26 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
27 representations concerning the same subject matter as the omitted facts.

28 1061. As set forth in the allegations concerning each Plaintiff in Appendix A, in

1 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
2 and/or omissions. Reasonable consumers would have been expected to have relied on the
3 misrepresentations and omissions.

4 1062. Defendants knew or should have known that their misrepresentations and/or
5 omissions were false and misleading, and intended for consumers to rely on such
6 misrepresentations and omissions.

7 1063. JLI knew that JUUL products were not safe or reasonable alternatives to
8 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
9 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
10 products.

11 1064. JUUL's conduct actually and proximately caused injury and harm to Plaintiffs
12 and class members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
13 differently and would not have purchased JUUL products or would have paid less for them.
14 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
15 JUUL products they would not otherwise have purchased and enter into purchase contracts they
16 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
17 member of the class damages in an amount to be proven at trial, as well as any other relief the
18 Court may deem just or proper.

19 **c. Breach of the Implied Warranty of Merchantability**

20 1065. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

21 1066. This claim is brought against JLI.

22 1067. JUUL has at all times been a merchant with respect to the products which were
23 sold to Plaintiff and the class and was in the business of selling such products.

24 1068. Each JUUL product sold by JUUL comes with an implied warranty that it will
25 merchantable and fit for the ordinary purpose for which it would be used. Conn. Gen. Stat.
26 § 42a-2-314. JUUL has breached its implied warranty of merchantability because its products
27 were not in merchantable condition when sold, were defective when sold, did not conform to the
28 promises and affirmations of fact made on the products' containers or labels, and/or do not

1 possess even the most basic degree of fitness for ordinary use.

2 1069. The ordinary intended purpose of JUUL's products—and the purpose for which
3 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
4 products are not fit for that use—or any other use—because they (i) were not smoking cessation
5 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
6 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
7 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
8 products are not fit for their ordinary, intended use as either cigarette replacement devices or
9 recreation smoking devices.

10 1070. Plaintiffs and each member of the class have had sufficient direct dealings with
11 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
12 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
13 each member of the class, on the other hand.

14 1071. Further, Plaintiffs and each member of the class were third-party beneficiaries of
15 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
16 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
17 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
18 the express purpose an intent of being sold to consumers.

19 1072. Plaintiffs and the members of the class were injured as a direct and proximate
20 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
21 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
22 because, had they been aware of the unmerchantable condition of JUUL products, they would
23 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
24 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

25 1073. JUUL was provided notice of these issues by numerous complaints filed against
26 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
27 individual letters and communications sent by consumers before or within a reasonable amount
28 of time after they discovered or should have discovered that's JUUL product were defective and

1 unmerchtable.

2 **d. Unjust Enrichment**

3 1074. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

4 1075. This claim is brought against JLI and the Management Defendants.

5 1076. Defendants created and implemented a scheme to create a market for e-cigarettes
6 and substantially increase sales of JUUL products through a pervasive pattern of false and
7 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
8 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
9 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
10 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
11 products.

12 1077. Defendants were unjustly enriched as a result of their wrongful conduct,
13 including through the false and misleading advertisements and omissions regarding (i) whether
14 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
15 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
16 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
17 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
18 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
19 enriched through their scheme of marketing their products to minors. Conn. Gen. Stat. § 53-
20 344b(b) prohibits the marketing and sale of JUUL products to minors.

21 1078. Defendants requested and received a measurable benefit at the expense of
22 Plaintiffs and class members in the form of payment for JUUL products.

23 1079. Defendants appreciated, recognized, and chose to accept the monetary benefits
24 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
25 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

26 1080. There is no justification for Defendants' enrichment. It would be inequitable,
27 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
28 benefits were procured as a result of their wrongful conduct.

1 1081. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
2 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
3 with Defendant.

4 1082. Plaintiffs plead this claim separately as well as in the alternative to their other
5 claims, as without such claims they would have no adequate legal remedy.

6 **7. Delaware**

7 1083. Plaintiffs bring each of the following claims on behalf of the Delaware Subclass
8 under Delaware law.

9 **a. Violation of the Delaware Consumer Fraud Act (Del. Code tit.**
10 **6 § 2511, et seq.)**

11 1084. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

12 1085. This claim is brought against JLI and, for certain claims as noted below, the
13 Management Defendants.

14 1086. Plaintiffs and class members purchased JUUL products for personal purposes.

15 1087. JLI is a “person” as defined by Del. Code Ann. tit. 6, § 2511.

16 1088. JUUL products are “merchandise” as defined by Del. Code Ann. tit. 6, § 2511.

17 1089. Defendants created and implemented a scheme to create a market for e-cigarettes
18 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
19 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
20 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
21 misrepresenting or omitting key facts concerning JUUL products’ nicotine content and doses,
22 addictiveness, and significant risks of substantial physical injury from using JUUL products.

23 1090. Advertisements and representations for JUUL products contained deceptive
24 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
25 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
26 cigarettes. The advertisements and JLI’s public statements portrayed JUUL products as safe or
27 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
28 decades, JLI used third parties and word of mouth to spread false and misleading information

1 about JUUL products.

2 1091. Advertisements and representations for JUUL products concealed and failed to
3 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
4 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
5 addictive, posed significant risks of substantial physical injury resulting from the use of the
6 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
7 consumed through a pack of combustible cigarettes.

8 1092. The labels on JUUL products failed to disclose that the products posed
9 significant risks of substantial physical injury resulting from the use of the products. The labels
10 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

11 1093. The omissions were misleading and deceptive standing alone and were
12 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
13 cigarettes and other representations.

14 1094. JLI's conduct was fraudulent and deceptive because the misrepresentations and
15 omissions at issue were likely to, and in fact did, deceive reasonable consumers including the
16 Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to their
17 purchasing decisions that JUUL's products (i) were not smoking cessation devices, (ii) were not
18 reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-delivery
19 mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily
20 injury resulting from the use of the products, and (vi) that the nicotine consumed through one
21 JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes.
22 Knowledge of these facts would have been a substantial factor in Plaintiffs' and class members'
23 decisions to purchase JUUL products.

24 1095. JLI owed Plaintiffs and class members a duty to disclose these facts because they
25 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
26 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
27 facts; because the facts would be material to reasonable consumers; because JLI actively
28 concealed them; because JLI intended for consumers to rely on the omissions in question;

1 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
2 made partial representations concerning the same subject matter as the omitted facts.

3 1096. JLI and the Management Defendants engaged in fraudulent and deceptive
4 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
5 products were appropriate for minors, when in fact the products never should have been
6 marketed to minors and are especially harmful to minors due to the potent and addictive
7 nicotine doses, addictive qualities, and health risks.

8 1097. As alleged above, all Defendants participated and/or facilitated the marketing of
9 JUUL products to minors and took no action to curb the use of JUUL products by minors.
10 JUUL has continued the deceptive and misleading practices that Defendants implemented,
11 facilitated, and/or did not take adequate steps to end. As a result, the use of JUUL products by
12 minors continues to rise.

13 1098. Defendants' conduct actually and proximately caused an ascertainable loss and
14 damages to Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct,
15 Plaintiffs and class members would have behaved differently and would not have purchased
16 JUUL products or would have paid less for them. Defendants' misrepresentations and omissions
17 induced Plaintiffs and class members to purchase JUUL products they would not otherwise have
18 purchased and enter into purchase contracts they would not otherwise have entered into. In
19 addition, class members who are minors are entitled to full repayment of the amounts they spent
20 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
21 injunctive relief, actual damages, and punitive damages, as well as any other relief the Court
22 may deem just or proper.

23 **b. Violation of the Delaware Deceptive Trade Practices Act (Del.**
24 **Code tit. 6 § 2531, et seq.)**

25 1099. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

26 1100. This claim is brought against JLI and, for certain claims as noted below, the
27 Management Defendants.

28 1101. Plaintiffs and class members purchased JUUL products for personal purposes.

1 1102. JLI is a “person” as defined by Del. Code Ann. tit. 6, §2531.

2 1103. Defendants created and implemented a scheme to create a market for e-cigarettes
3 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
4 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
5 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
6 misrepresenting or omitting key facts concerning JUUL products’ nicotine content and doses,
7 addictiveness, and significant risks of substantial physical injury from using JUUL products.

8 1104. Advertisements and representations for JUUL products contained deceptive
9 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
10 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
11 cigarettes. The advertisements and JLI’s public statements portrayed JUUL products as safe or
12 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
13 decades, JLI used third parties and word of mouth to spread false and misleading information
14 about JUUL products.

15 1105. Advertisements and representations for JUUL products concealed and failed to
16 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
17 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
18 addictive, posed significant risks of substantial physical injury resulting from the use of the
19 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
20 consumed through a pack of combustible cigarettes.

21 1106. The labels on JUUL products failed to disclose that the products posed
22 significant risks of substantial physical injury resulting from the use of the products. The labels
23 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

24 1107. The omissions were misleading and deceptive standing alone and were
25 particularly deceptive in light of JLI’s advertising of its products as reasonable alternatives to
26 cigarettes and other representations.

27 1108. JUUL’s conduct constituted the following prohibited fraudulent, deceptive, and
28 unfair business practices: (a) misrepresenting that JUUL products have characteristics,

1 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
2 products are of a particular standard, quality, or grade, or that goods are of a particular style or
3 model, when they are not; (c) advertising goods or services with intent not to sell them as
4 advertised; and (d) engaging in other conduct which similarly creates a likelihood of confusion
5 or misunderstanding.

6 1109. JLI's conduct was fraudulent and deceptive because the misrepresentations and
7 omissions at issue were likely to, and in fact did, create confusion or misunderstanding among
8 reasonable consumers including the Plaintiffs. Reasonable consumers, including the Plaintiffs,
9 would have found it material to their purchasing decisions that JUUL's products (i) were not
10 smoking cessation devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii)
11 were extremely potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed
12 unreasonable risks of substantial bodily injury resulting from the use of the products, and (vi)
13 that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a
14 pack of combustible cigarettes. Knowledge of these facts would have been a substantial factor
15 in Plaintiffs' and class members' decisions to purchase JUUL products.

16 1110. JLI owed Plaintiffs and class members a duty to disclose these facts because they
17 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
18 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
19 facts; because the facts would be material to reasonable consumers; because JLI actively
20 concealed them; because JLI intended for consumers to rely on the omissions in question;
21 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
22 made partial representations concerning the same subject matter as the omitted facts.

23 1111. JLI and the Management Defendants engaged in fraudulent and deceptive
24 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
25 products were appropriate for minors, when in fact the products never should have been
26 marketed to minors and are especially harmful to minors due to the potent and addictive
27 nicotine doses, addictive qualities, and health risks.

28 1112. Defendants' conduct actually and proximately caused actual damages to

1 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
2 class members would have behaved differently and would not have purchased JUUL products
3 or would have paid less for them. Defendants' misrepresentations and omissions induced
4 Plaintiffs and class members to purchase JUUL products they would not otherwise have
5 purchased and enter into purchase contracts they would not otherwise have entered into. In
6 addition, class members who are minors are entitled to full repayment of the amounts they spent
7 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
8 injunctive relief, reasonable attorneys' fees, actual damages, and/ or statutory damages that are
9 treble the amount of actual damages, as well as any other relief the Court may deem just or
10 proper.

11 **c. Common Law Fraud**

12 1113. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

13 1114. This claim is brought against JLI.

14 1115. JUUL created and implemented a scheme to create a market for e-cigarettes and
15 substantially increase sales of JUUL through a pervasive pattern of false and misleading
16 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
17 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
18 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
19 addictiveness, and significant risks of substantial physical injury from using JUUL products.

20 1116. Advertisements and representations for JUUL products contained deceptive
21 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
22 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
23 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
24 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
25 decades, JLI used third parties and word of mouth to spread false and misleading information
26 about JUUL products.

27 1117. Advertisements and representations for JUUL products concealed and failed to
28 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to

1 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
2 addictive, posed significant risks of substantial physical injury resulting from the use of the
3 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
4 consumed through a pack of combustible cigarettes.

5 1118. The labels on JUUL products failed to disclose that the products posed
6 significant risks of substantial physical injury resulting from the use of the products. The labels
7 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

8 1119. The omissions were misleading and deceptive standing alone and were
9 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
10 cigarettes and other representations.

11 1120. JLI's conduct was fraudulent and deceptive because its misrepresentations and
12 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
13 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
14 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
15 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
16 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
17 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
18 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
19 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
20 Plaintiffs' and class members' decisions to purchase JUUL products.

21 1121. JLI owed Plaintiffs and class members a duty to disclose these facts because they
22 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
23 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
24 facts; because the facts would be material to reasonable consumers; because JUUL products
25 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
26 representations concerning the same subject matter as the omitted facts.

27 1122. As set forth in the allegations concerning each Plaintiff in Appendix A, in
28 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations

1 and/or omissions. Reasonable consumers would have been expected to have relied on the
2 misrepresentations and omissions.

3 1123. Defendants knew or should have known that their misrepresentations and/or
4 omissions were false and misleading, and intended for consumers to rely on such
5 misrepresentations and omissions.

6 1124. JLI knew that JUUL products were not safe or reasonable alternatives to
7 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
8 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
9 products.

10 1125. JUUL's conduct actually and proximately caused actual damages to Plaintiffs
11 and class members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
12 differently and would not have purchased JUUL products or would have paid less for them.
13 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
14 JUUL products they would not otherwise have purchased and enter into purchase contracts they
15 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
16 member of the class damages in an amount to be proven at trial, as well as any other relief the
17 Court may deem just or proper.

18 **d. Breach of the Implied Warranty of Merchantability**

19 1126. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

20 1127. This claim is brought against JLI.

21 1128. JUUL has at all times been a merchant with respect to the products which were
22 sold to Plaintiff and the class and was in the business of selling such products.

23 1129. Each JUUL product sold by JUUL comes with an implied warranty that it will
24 merchantable and fit for the ordinary purpose for which it would be used. Del. Code tit. 6, § 2-
25 314. JUUL has breached its implied warranty of merchantability because its products were not
26 in merchantable condition when sold, were defective when sold, did not conform to the
27 promises and affirmations of fact made on the products' containers or labels, and/or do not
28 possess even the most basic degree of fitness for ordinary use.

1 1130. The ordinary intended purpose of JUUL’s products—and the purpose for which
2 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL’s
3 products are not fit for that use—or any other use—because they (i) were not smoking cessation
4 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
5 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
6 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL’s
7 products are not fit for their ordinary, intended use as either cigarette replacement devices or
8 recreation smoking devices.

9 1131. Plaintiffs and each member of the class have had sufficient direct dealings with
10 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
11 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
12 each member of the class, on the other hand.

13 1132. Further, Plaintiffs and each member of the class were third-party beneficiaries of
14 JUUL’s agreements with its distributors, dealers, and sellers for the distribution, dealing, and
15 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
16 intended beneficiaries of JUUL’s implied warranties. JUUL’s products are manufactured with
17 the express purpose an intent of being sold to consumers.

18 1133. Plaintiffs and the members of the class were injured as a direct and proximate
19 result of JUUL’s breach of its implied warranties of merchantability. Plaintiffs and members of
20 the class were damaged as a result of JUUL’s breach of its implied warranty of merchantability
21 because, had they been aware of the unmerchantable condition of JUUL products, they would
22 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
23 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

24 1134. JUUL was provided notice of these issues by numerous complaints filed against
25 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
26 individual letters and communications sent by consumers before or within a reasonable amount
27 of time after they discovered or should have discovered that’s JUUL product were defective and
28 unmerchantable.

e. Unjust Enrichment

1135. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

1136. This claim is brought against JLI and the Management Defendants.

1137. Defendants created and implemented a scheme to create a market for e-cigarettes and substantially increase sales of JUUL products through a pervasive pattern of false and misleading statements and omissions. Defendants aimed to portray JUUL products as cool and safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses, addictiveness, and significant risks of substantial physical injury from using JUUL products.

1138. Defendants were unjustly enriched as a result of their wrongful conduct, including through the false and misleading advertisements and omissions regarding (i) whether JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly enriched through their scheme of marketing their products to minors. Del. Code tit. 11, §§ 1116(a) and 1118(a) prohibits the marketing and sale of JUUL products to minors.

1139. Defendants requested and received a measurable benefit at the expense of Plaintiffs and class members in the form of payment for JUUL products.

1140. Defendants appreciated, recognized, and chose to accept the monetary benefits Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the expected result of Defendant acting in its pecuniary interest at the expense of its customers.

1141. There is no justification for Defendants' enrichment. It would be inequitable, unconscionable, and unjust for Defendants to be permitted to retain these benefits because the benefits were procured as a result of their wrongful conduct.

1142. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained

1 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
2 with Defendant.

3 1143. Plaintiffs plead this claim separately as well as in the alternative to their other
4 claims, as without such claims they would have no adequate legal remedy.

5 **8. District of Columbia**

6 1144. Plaintiffs bring each of the following claims on behalf of the District of
7 Columbia Subclass under District of Columbia law.

8 **a. Violation of the D.C. Consumer Protection Procedures Act**
9 **(D.C. Code § 28-3901, et seq.)**

10 1145. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

11 1146. This claim is brought against JLI and, for certain unfair and/or unconscionable
12 conduct claims as noted below, all Defendants.

13 1147. Defendants are merchants under the statute who furnishes, makes available,
14 provides information about, or, directly or indirectly, solicits or offers for or effectuates, a lease,
15 lease or transfer of consumer goods or services.

16 1148. Plaintiffs and class members are consumers who purchased JUUL products for
17 personal purposes.

18 1149. Defendants created and implemented a scheme to create a market for e-cigarettes
19 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
20 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
21 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
22 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
23 addictiveness, and significant risks of substantial physical injury from using JUUL products.

24 1150. Advertisements and representations for JUUL products contained deceptive
25 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
26 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
27 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
28 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous

1 decades, JLI used third parties and word of mouth to spread false and misleading information
2 about JUUL products.

3 1151. Advertisements and representations for JUUL products concealed and failed to
4 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
5 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
6 addictive, posed significant risks of substantial physical injury resulting from the use of the
7 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
8 consumed through a pack of combustible cigarettes.

9 1152. The labels on JUUL products failed to disclose that the products posed
10 significant risks of substantial physical injury resulting from the use of the products. The labels
11 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

12 1153. The omissions were misleading and deceptive standing alone and were
13 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
14 cigarettes and other representations.

15 1154. JLI's conduct was unfair trade practice because (i) the manufacture and sale of
16 products with a heightened propensity to cause addiction and physical injuries and (ii)
17 misrepresentations and omissions of material facts concerning the characteristics and safety of
18 JUUL products that offended public policy; were immoral, unethical, oppressive, outrageous,
19 unscrupulous, and substantially injurious; and caused substantial harm that greatly outweighs
20 any possible utility from the conduct.

21 1155. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
22 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
23 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
24 products are of a particular standard, quality, grade, style, or model, when they are not; (c)
25 advertising or offering goods or services with intent not to sell them as advertised or offered; (d)
26 misrepresenting a material fact which has a tendency to mislead; (e) failing to state a material
27 fact when such failure tends to mislead; and (f) representing that the subject of a transaction has
28 been supplied in accordance with a previous representation when it has not.

1 1156. JLI's conduct was fraudulent and deceptive because the misrepresentations and
2 omissions had a tendency to mislead, and in fact did, mislead reasonable consumers including
3 the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to
4 their purchasing decisions that JUUL's products (i) were not smoking cessation devices, (ii)
5 were not reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-
6 delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of
7 substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
8 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
9 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
10 Plaintiffs' and class members' decisions to purchase JUUL products.

11 1157. JLI owed Plaintiffs and class members a duty to disclose these facts because they
12 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
13 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
14 facts; because the facts would be material to reasonable consumers; because JLI actively
15 concealed them; because JLI intended for consumers to rely on the omissions in question;
16 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
17 made partial representations concerning the same subject matter as the omitted facts.

18 1158. As set forth in the allegations concerning each Plaintiff in Appendix A, in
19 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
20 Reasonable consumers would have been expected to have relied on the misrepresentations and
21 omissions.

22 1159. Defendants knew or should have known that their misrepresentations and/or
23 omissions were false and misleading, and intended for consumers to rely on such
24 misrepresentations and omissions.

25 1160. In addition, all Defendants engaged in unfair and unconscionable conduct
26 because the targeting of minors offends public policy (in particular D.C. Code § 7-1721.02); is
27 immoral, unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and has
28 caused substantial harm that greatly outweighs any possible utility from the conduct.

1 1161. As alleged above, all Defendants participated and/or facilitated the marketing of
2 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
3 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
4 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
5 use of JUUL products by minors continues to rise.

6 1162. Defendants' conduct actually and proximately caused actual damages to
7 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
8 class members would have behaved differently and would not have purchased JUUL products
9 or would have paid less for them. Defendants' misrepresentations and omissions induced
10 Plaintiffs and class members to purchase JUUL products they would not otherwise have
11 purchased and enter into purchase contracts they would not otherwise have entered into. In
12 addition, class members who are minors are entitled to full repayment of the amounts they spent
13 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
14 injunctive relief, reasonable attorneys' fees, restitution, \$1,500 per violation, and/ or statutory
15 treble damages, whichever is greater, and punitive damages, as well as any other relief the Court
16 may deem just or proper.

17 **b. Common Law Fraud**

18 1163. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

19 1164. This claim is brought against JLI.

20 1165. JUUL created and implemented a scheme to create a market for e-cigarettes and
21 substantially increase sales of JUUL through a pervasive pattern of false and misleading
22 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
23 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
24 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
25 addictiveness, and significant risks of substantial physical injury from using JUUL products.

26 1166. Advertisements and representations for JUUL products contained deceptive
27 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
28 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible

1 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
2 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
3 decades, JLI used third parties and word of mouth to spread false and misleading information
4 about JUUL products.

5 1167. Advertisements and representations for JUUL products concealed and failed to
6 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
7 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
8 addictive, posed significant risks of substantial physical injury resulting from the use of the
9 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
10 consumed through a pack of combustible cigarettes.

11 1168. The labels on JUUL products failed to disclose that the products posed
12 significant risks of substantial physical injury resulting from the use of the products. The labels
13 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

14 1169. The omissions were misleading and deceptive standing alone and were
15 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
16 cigarettes and other representations.

17 1170. JLI's conduct was fraudulent and deceptive because its misrepresentations and
18 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
19 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
20 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
21 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
22 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
23 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
24 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
25 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
26 Plaintiffs' and class members' decisions to purchase JUUL products.

27 1171. JLI owed Plaintiffs and class members a duty to disclose these facts because they
28 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties

1 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
2 facts; because the facts would be material to reasonable consumers; because JUUL products
3 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
4 representations concerning the same subject matter as the omitted facts.

5 1172. As set forth in the allegations concerning each Plaintiff in Appendix A, in
6 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
7 and/or omissions. Reasonable consumers would have been expected to have relied on the
8 misrepresentations and omissions.

9 1173. Defendants knew or should have known that their misrepresentations and/or
10 omissions were false and misleading, and intended for consumers to rely on such
11 misrepresentations and omissions.

12 1174. JLI knew that JUUL products were not safe or reasonable alternatives to
13 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
14 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
15 products.

16 1175. JUUL's conduct actually and proximately caused actual damages to Plaintiffs
17 and class members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
18 differently and would not have purchased JUUL products or would have paid less for them.
19 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
20 JUUL products they would not otherwise have purchased and enter into purchase contracts they
21 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
22 member of the class damages in an amount to be proven at trial, as well as any other relief the
23 Court may deem just or proper.

24 **c. Breach of the Implied Warranty of Merchantability**

25 1176. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

26 1177. This claim is brought against JLI.

27 1178. JUUL has at all times been a merchant with respect to the products which were
28 sold to Plaintiff and the class and was in the business of selling such products.

1 1179. Each JUUL product sold by JUUL comes with an implied warranty that it will
2 merchantable and fit for the ordinary purpose for which it would be used. D.C. Code § 28:2-
3 314. JUUL has breached its implied warranty of merchantability because its products were not
4 in merchantable condition when sold, were defective when sold, did not conform to the
5 promises and affirmations of fact made on the products' containers or labels, and/or do not
6 possess even the most basic degree of fitness for ordinary use.

7 1180. The ordinary intended purpose of JUUL's products—and the purpose for which
8 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
9 products are not fit for that use—or any other use—because they (i) were not smoking cessation
10 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
11 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
12 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
13 products are not fit for their ordinary, intended use as either cigarette replacement devices or
14 recreation smoking devices.

15 1181. Plaintiffs and each member of the class have had sufficient direct dealings with
16 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
17 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
18 each member of the class, on the other hand.

19 1182. Further, Plaintiffs and each member of the class were third-party beneficiaries of
20 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
21 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
22 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
23 the express purpose an intent of being sold to consumers.

24 1183. Plaintiffs and the members of the class were injured as a direct and proximate
25 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
26 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
27 because, had they been aware of the unmerchantable condition of JUUL products, they would
28 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages

1 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

2 1184. JUUL was provided notice of these issues by numerous complaints filed against
3 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
4 individual letters and communications sent by consumers before or within a reasonable amount
5 of time after they discovered or should have discovered that's JUUL product were defective and
6 unmerchantable.

7 **d. Unjust Enrichment**

8 1185. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

9 1186. This claim is brought against JLI and the Management Defendants.

10 1187. Defendants created and implemented a scheme to create a market for e-cigarettes
11 and substantially increase sales of JUUL products through a pervasive pattern of false and
12 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
13 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
14 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
15 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
16 products.

17 1188. Defendants were unjustly enriched as a result of their wrongful conduct,
18 including through the false and misleading advertisements and omissions regarding (i) whether
19 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
20 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
21 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
22 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
23 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
24 enriched through their scheme of marketing their products to minors. D.C. Code § 7-1721.02
25 prohibits the marketing and sale of JUUL products to minors.

26 1189. Defendants requested and received a measurable benefit at the expense of
27 Plaintiffs and class members in the form of payment for JUUL products.

28 1190. Defendants appreciated, recognized, and chose to accept the monetary benefits

1 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
2 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

3 1191. There is no justification for Defendants' enrichment. It would be inequitable,
4 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
5 benefits were procured as a result of their wrongful conduct.

6 1192. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
7 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
8 with Defendant.

9 1193. Plaintiffs plead this claim separately as well as in the alternative to their other
10 claims, as without such claims they would have no adequate legal remedy.

11 **9. Florida**

12 1194. Plaintiffs bring each of the following claims on behalf of the Florida Subclass
13 under Florida law.

14 **a. Violation of the Florida Deceptive and Unfair Trade Practices**
15 **Act (Fla. Stat. § 501.201, et seq.)**

16 1195. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

17 1196. This claim is brought against JLI and, for certain unfair and/or unconscionable
18 conduct claims as noted below, all Defendants.

19 1197. Plaintiffs and class members are individuals who purchased JUUL products for
20 personal purposes.

21 1198. Defendants created and implemented a scheme to create a market for e-cigarettes
22 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
23 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
24 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
25 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
26 addictiveness, and significant risks of substantial physical injury from using JUUL products.
27 JUUL made or disseminated misleading advertisements to the general public or to a portion of
28 the general public.

1 1199. Advertisements and representations for JUUL products contained deceptive
2 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
3 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
4 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
5 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
6 decades, JLI used third parties and word of mouth to spread false and misleading information
7 about JUUL products.

8 1200. Advertisements and representations for JUUL products concealed and failed to
9 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
10 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
11 addictive, posed significant risks of substantial physical injury resulting from the use of the
12 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
13 consumed through a pack of combustible cigarettes.

14 1201. The labels on JUUL products failed to disclose that the products posed
15 significant risks of substantial physical injury resulting from the use of the products. The labels
16 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

17 1202. The omissions were misleading and deceptive standing alone and were
18 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
19 cigarettes and other representations.

20 1203. JLI's conduct was unfair and unconscionable in that it included (i) the
21 manufacture and sale of products with a heightened propensity to cause addiction and physical
22 injuries and (ii) misrepresentations and omissions of material facts concerning the
23 characteristics and safety of JUUL products that offended public policy; were immoral,
24 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
25 substantial harm that greatly outweighs any possible utility from the conduct.

26 1204. JLI's conduct was fraudulent and deceptive because the misrepresentations and
27 omissions at issue were likely to, and in fact did, deceive reasonable consumers including the
28 Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to their

1 purchasing decisions that JUUL's products (i) were not smoking cessation devices, (ii) were not
2 reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-delivery
3 mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily
4 injury resulting from the use of the products, and (vi) that the nicotine consumed through one
5 JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes.
6 Knowledge of these facts would have been a substantial factor in Plaintiffs' and class members'
7 decisions to purchase JUUL products.

8 1205. JLI owed Plaintiffs and class members a duty to disclose these facts because they
9 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
10 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
11 facts; because the facts would be material to reasonable consumers; because JLI actively
12 concealed them; because JLI intended for consumers to rely on the omissions in question;
13 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
14 made partial representations concerning the same subject matter as the omitted facts.

15 1206. Defendants knew or should have known that their misrepresentations and/or
16 omissions were false and misleading, and intended for consumers to rely on such
17 misrepresentations and omissions.

18 1207. JLI and the Management Defendants engaged in fraudulent and deceptive
19 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
20 products were appropriate for minors, when in fact the products never should have been
21 marketed to minors and are especially harmful to minors due to the potent and addictive
22 nicotine doses, addictive qualities, and health risks.

23 1208. In addition, all Defendants engaged in unfair and unconscionable conduct
24 because the targeting of minors offends public policy (in particular Fla. Stat. § 877.112(2)-(3));
25 is immoral, unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and has
26 caused substantial harm that greatly outweighs any possible utility from the conduct.

27 1209. As alleged above, all Defendants participated and/or facilitated the marketing of
28 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI

1 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
2 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
3 use of JUUL products by minors continues to rise.

4 1210. Defendants' conduct actually and proximately caused actual damages to
5 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
6 class members would have behaved differently and would not have purchased JUUL products
7 or would have paid less for them. Defendants' misrepresentations and omissions induced
8 Plaintiffs and class members to purchase JUUL products they would not otherwise have
9 purchased and enter into purchase contracts they would not otherwise have entered into. In
10 addition, class members who are minors are entitled to full repayment of the amounts they spent
11 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
12 injunctive relief, reasonable attorneys' fees, and actual damages, as well as any other relief the
13 Court may deem just or proper.

14 **b. Violation of the Florida False Advertising Law (Fla. Stat.**
15 **§§ 817.06 and 817.41, et seq.)**

16 1211. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

17 1212. This claim is brought against JLI and, for certain claims as noted below, the
18 Management Defendants.

19 1213. Plaintiffs and class members purchased JUUL products for personal purposes.

20 1214. Defendants created and implemented a scheme to create a market for e-cigarettes
21 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
22 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
23 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
24 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
25 addictiveness, and significant risks of substantial physical injury from using JUUL products.

26 1215. Advertisements and representations for JUUL products contained deceptive
27 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
28 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible

1 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
2 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
3 decades, JLI used third parties and word of mouth to spread false and misleading information
4 about JUUL products.

5 1216. Advertisements and representations for JUUL products concealed and failed to
6 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
7 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
8 addictive, posed significant risks of substantial physical injury resulting from the use of the
9 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
10 consumed through a pack of combustible cigarettes.

11 1217. The labels on JUUL products failed to disclose that the products posed
12 significant risks of substantial physical injury resulting from the use of the products. The labels
13 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

14 1218. The omissions were misleading and deceptive standing alone and were
15 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
16 cigarettes and other representations.

17 1219. JLI's conduct was fraudulent and deceptive because the misrepresentations and
18 omissions at issue were likely to, and in fact did, deceive reasonable consumers including the
19 Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to their
20 purchasing decisions that JUUL's products (i) were not smoking cessation devices, (ii) were not
21 reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-delivery
22 mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily
23 injury resulting from the use of the products, and (vi) that the nicotine consumed through one
24 JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes.
25 Knowledge of these facts would have been a substantial factor in Plaintiffs' and class members'
26 decisions to purchase JUUL products.

27 1220. JLI owed Plaintiffs and class members a duty to disclose these facts because they
28 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties

1 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
2 facts; because the facts would be material to reasonable consumers; because JLI actively
3 concealed them; because JLI intended for consumers to rely on the omissions in question;
4 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
5 made partial representations concerning the same subject matter as the omitted facts.

6 1221. JLI and the Management Defendants engaged in fraudulent and deceptive
7 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
8 products were appropriate for minors, when in fact the products never should have been
9 marketed to minors and are especially harmful to minors due to the potent and addictive
10 nicotine doses, addictive qualities, and health risks.

11 1222. As set forth in the allegations concerning each Plaintiff in Appendix A, in
12 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
13 Reasonable consumers would have been expected to have relied on the misrepresentations and
14 omissions.

15 1223. Defendants knew or should have known that their misrepresentations and/or
16 omissions were false and misleading, and intended for consumers to rely on such
17 misrepresentations and omissions.

18 1224. Defendants' conduct actually and proximately caused actual damages to
19 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
20 class members would have behaved differently and would not have purchased JUUL products
21 or would have paid less for them. Defendants' misrepresentations and omissions induced
22 Plaintiffs and class members to purchase JUUL products they would not otherwise have
23 purchased and enter into purchase contracts they would not otherwise have entered into. In
24 addition, class members who are minors are entitled to full repayment of the amounts they spent
25 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
26 actual damages, reasonable attorneys' fees, and punitive damages, as well as any other relief the
27 Court may deem just or proper.
28

c. Common Law Fraud

1225. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

1226. This claim is brought against JLI.

1227. JUUL created and implemented a scheme to create a market for e-cigarettes and substantially increase sales of JUUL through a pervasive pattern of false and misleading statements and omissions. JUUL's plan was to portray JUUL products as cool and safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses, addictiveness, and significant risks of substantial physical injury from using JUUL products.

1228. Advertisements and representations for JUUL products contained deceptive statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or not harmful. Like the tobacco companies that marketed combustible cigarettes in previous decades, JLI used third parties and word of mouth to spread false and misleading information about JUUL products.

1229. Advertisements and representations for JUUL products concealed and failed to disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully addictive, posed significant risks of substantial physical injury resulting from the use of the products, and that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes.

1230. The labels on JUUL products failed to disclose that the products posed significant risks of substantial physical injury resulting from the use of the products. The labels also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

1231. The omissions were misleading and deceptive standing alone and were particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to cigarettes and other representations.

1 1232. JLI's conduct was fraudulent and deceptive because its misrepresentations and
2 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
3 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
4 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
5 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
6 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
7 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
8 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
9 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
10 Plaintiffs' and class members' decisions to purchase JUUL products.

11 1233. JLI owed Plaintiffs and class members a duty to disclose these facts because they
12 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
13 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
14 facts; because the facts would be material to reasonable consumers; because JUUL products
15 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
16 representations concerning the same subject matter as the omitted facts.

17 1234. As set forth in the allegations concerning each Plaintiff in Appendix A, in
18 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
19 and/or omissions. Reasonable consumers would have been expected to have relied on the
20 misrepresentations and omissions.

21 1235. Defendants knew or should have known that their misrepresentations and/or
22 omissions were false and misleading, and intended for consumers to rely on such
23 misrepresentations and omissions.

24 1236. JLI knew that JUUL products were not safe or reasonable alternatives to
25 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
26 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
27 products.

28 1237. JUUL's conduct actually and proximately caused detriment to Plaintiffs and

1 class members. Absent JUUL’s conduct, Plaintiffs and class members would have behaved
2 differently and would not have purchased JUUL products or would have paid less for them.
3 JUUL’s misrepresentations and omissions induced Plaintiffs and class members to purchase
4 JUUL products they would not otherwise have purchased and enter into purchase contracts they
5 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
6 member of the class damages in an amount to be proven at trial, as well as any other relief the
7 Court may deem just or proper.

8 **d. Breach of the Implied Warranty of Merchantability**

9 1238. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

10 1239. This claim is brought against JLI.

11 1240. JUUL has at all times been a merchant with respect to the products which were
12 sold to Plaintiff and the class and was in the business of selling such products.

13 1241. Each JUUL product sold by JUUL comes with an implied warranty that it will
14 merchantable and fit for the ordinary purpose for which it would be used. Fla. Stat. § 672.314.
15 JUUL has breached its implied warranty of merchantability because its products were not in
16 merchantable condition when sold, were defective when sold, did not conform to the promises
17 and affirmations of fact made on the products’ containers or labels, and/or do not possess even
18 the most basic degree of fitness for ordinary use.

19 1242. The ordinary intended purpose of JUUL’s products—and the purpose for which
20 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL’s
21 products are not fit for that use—or any other use—because they (i) were not smoking cessation
22 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
23 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
24 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL’s
25 products are not fit for their ordinary, intended use as either cigarette replacement devices or
26 recreation smoking devices.

27 1243. Plaintiffs and each member of the class have had sufficient direct dealings with
28 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized

1 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
2 each member of the class, on the other hand.

3 1244. Further, Plaintiffs and each member of the class were third-party beneficiaries of
4 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
5 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
6 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
7 the express purpose an intent of being sold to consumers.

8 1245. Plaintiffs and the members of the class were injured as a direct and proximate
9 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
10 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
11 because, had they been aware of the unmerchantable condition of JUUL products, they would
12 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
13 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

14 1246. JUUL was provided notice of these issues by numerous complaints filed against
15 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
16 individual letters and communications sent by consumers before or within a reasonable amount
17 of time after they discovered or should have discovered that's JUUL product were defective and
18 unmerchantable.

19 **e. Unjust Enrichment**

20 1247. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

21 1248. This claim is brought against JLI and the Management Defendants.

22 1249. Defendants created and implemented a scheme to create a market for e-cigarettes
23 and substantially increase sales of JUUL products through a pervasive pattern of false and
24 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
25 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
26 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
27 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
28 products.

1 1250. Defendants were unjustly enriched as a result of their wrongful conduct,
2 including through the false and misleading advertisements and omissions regarding (i) whether
3 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
4 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
5 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
6 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
7 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
8 enriched through their scheme of marketing their products to minors. Fla. Stat. § 877.112(2)-(3)
9 prohibits the marketing and sale of JUUL products to minors.

10 1251. Defendants requested and received a measurable benefit at the expense of
11 Plaintiffs and class members in the form of payment for JUUL products.

12 1252. Defendants appreciated, recognized, and chose to accept the monetary benefits
13 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
14 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

15 1253. There is no justification for Defendants' enrichment. It would be inequitable,
16 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
17 benefits were procured as a result of their wrongful conduct.

18 1254. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
19 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
20 with Defendant.

21 1255. Plaintiffs plead this claim separately as well as in the alternative to their other
22 claims, as without such claims they would have no adequate legal remedy.

23 **10. Georgia**

24 1256. Plaintiffs bring each of the following claims on behalf of the Georgia Subclass
25 under Georgia law.

26 **a. Violation of the Georgia Uniform Deceptive Trade Practices**
27 **Act (Ga. Code § 10-1-370, et seq.)**

28 1257. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

1 1258. This claim is brought against JLI and, for certain claims as noted below, the
2 Management Defendants.

3 1259. Plaintiffs and class members purchased JUUL products for personal purposes.

4 1260. JLI is a “person” as defined by Ga. Code Ann. § 10-1-371.

5 1261. Defendants created and implemented a scheme to create a market for e-cigarettes
6 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
7 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
8 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
9 misrepresenting or omitting key facts concerning JUUL products’ nicotine content and doses,
10 addictiveness, and significant risks of substantial physical injury from using JUUL products.

11 1262. Advertisements and representations for JUUL products contained deceptive
12 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
13 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
14 cigarettes. The advertisements and JLI’s public statements portrayed JUUL products as safe or
15 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
16 decades, JLI used third parties and word of mouth to spread false and misleading information
17 about JUUL products.

18 1263. Advertisements and representations for JUUL products concealed and failed to
19 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
20 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
21 addictive, posed significant risks of substantial physical injury resulting from the use of the
22 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
23 consumed through a pack of combustible cigarettes.

24 1264. The labels on JUUL products failed to disclose that the products posed
25 significant risks of substantial physical injury resulting from the use of the products. The labels
26 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

27 1265. The omissions were misleading and deceptive standing alone and were
28 particularly deceptive in light of JLI’s advertising of its products as reasonable alternatives to

1 cigarettes and other representations.

2 1266. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
3 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
4 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
5 products are of a particular standard, quality, or grade, or that goods are of a particular style or
6 model, when they are not; (c) advertising goods or services with intent not to sell them as
7 advertised; and (d) engaging in other conduct which similarly creates a likelihood of confusion
8 or of misunderstanding.

9 1267. JLI's conduct was fraudulent and deceptive because the misrepresentations and
10 omissions at issue were likely to, and in fact did, confuse and mislead reasonable consumers
11 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
12 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
13 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
14 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
15 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
16 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
17 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
18 Plaintiffs' and class members' decisions to purchase JUUL products.

19 1268. JLI owed Plaintiffs and class members a duty to disclose these facts because they
20 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
21 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
22 facts; because the facts would be material to reasonable consumers; because JLI actively
23 concealed them; because JLI intended for consumers to rely on the omissions in question;
24 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
25 made partial representations concerning the same subject matter as the omitted facts.

26 1269. JLI and the Management Defendants engaged in fraudulent and deceptive
27 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
28 products were appropriate for minors, when in fact the products never should have been

1 marketed to minors and are especially harmful to minors due to the potent and addictive
2 nicotine doses, addictive qualities, and health risks.

3 1270. Defendants' conduct actually and proximately caused actual damages to
4 Plaintiffs and class members, who are also likely to be damaged in the future on an ongoing
5 basis in the future. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and class
6 members would have behaved differently and would not have purchased JUUL products or
7 would have paid less for them. Defendants' misrepresentations and omissions induced Plaintiffs
8 and class members to purchase JUUL products they would not otherwise have purchased and
9 enter into purchase contracts they would not otherwise have entered into. In addition, class
10 members who are minors are entitled to full repayment of the amounts they spent on JUUL
11 products. Plaintiffs seek—on behalf of themselves and each member of the class—injunctive
12 relief and reasonable attorneys' fees, as well as any other relief the Court may deem just or
13 proper.

14 **b. Violation of the Georgia Fair Business Practices Act (Ga.**
15 **Code § 10-1-390, et seq.)**

16 1271. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

17 1272. This claim is brought against JLI and, for certain unfair and/or unconscionable
18 conduct claims as noted below, all Defendants.

19 1273. Plaintiffs and class members purchased JUUL products for personal purposes.

20 1274. Defendants created and implemented a scheme to create a market for e-cigarettes
21 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
22 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
23 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
24 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
25 addictiveness, and significant risks of substantial physical injury from using JUUL products.

26 1275. Advertisements and representations for JUUL products contained deceptive
27 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
28 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible

1 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
2 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
3 decades, JLI used third parties and word of mouth to spread false and misleading information
4 about JUUL products.

5 1276. Advertisements and representations for JUUL products concealed and failed to
6 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
7 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
8 addictive, posed significant risks of substantial physical injury resulting from the use of the
9 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
10 consumed through a pack of combustible cigarettes.

11 1277. The labels on JUUL products failed to disclose that the products posed
12 significant risks of substantial physical injury resulting from the use of the products. The labels
13 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

14 1278. The omissions were misleading and deceptive standing alone and were
15 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
16 cigarettes and other representations.

17 1279. JLI's conduct was unfair and unconscionable in that it included (i) the
18 manufacture and sale of products with a heightened propensity to cause addiction and physical
19 injuries and (ii) misrepresentations and omissions of material facts concerning the
20 characteristics and safety of JUUL products that offended public policy; were immoral,
21 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
22 substantial harm that greatly outweighs any possible utility from the conduct.

23 1280. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
24 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
25 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
26 products are of a particular standard, quality, or grade, or that goods are of a particular style or
27 model, when they are not; and (c) advertising goods or services with intent not to sell them as
28 advertised.

1 1281. JLI's conduct was fraudulent and deceptive because the misrepresentations and
2 omissions had the tendency or capacity to deceive, and in fact did, deceive reasonable
3 consumers including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have
4 found it material to their purchasing decisions that JUUL's products (i) were not smoking
5 cessation devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were
6 extremely potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed
7 unreasonable risks of substantial bodily injury resulting from the use of the products, and (vi)
8 that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a
9 pack of combustible cigarettes. Knowledge of these facts would have been a substantial factor
10 in Plaintiffs' and class members' decisions to purchase JUUL products.

11 1282. JLI owed Plaintiffs and class members a duty to disclose these facts because they
12 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
13 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
14 facts; because the facts would be material to reasonable consumers; because JLI actively
15 concealed them; because JLI intended for consumers to rely on the omissions in question;
16 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
17 made partial representations concerning the same subject matter as the omitted facts.

18 1283. As set forth in the allegations concerning each Plaintiff in Appendix A, in
19 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
20 Reasonable consumers would have been expected to have relied on the misrepresentations and
21 omissions.

22 1284. Defendants knew or should have known that their misrepresentations and/or
23 omissions were false and misleading, and intended for consumers to rely on such
24 misrepresentations and omissions.

25 1285. JLI and the Management Defendants engaged in fraudulent and deceptive
26 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
27 products were appropriate for minors, when in fact the products never should have been
28 marketed to minors and are especially harmful to minors due to the potent and addictive

1 nicotine doses, addictive qualities, and health risks.

2 1286. In addition, all Defendants engaged in unfair and unconscionable conduct
3 because the targeting of minors offends public policy (in particular Ga. Code § 16-12-
4 171(a)(1)(A)); is immoral, unethical, oppressive, outrageous, unscrupulous, and substantially
5 injurious; and has caused substantial harm that greatly outweighs any possible utility from the
6 conduct.

7 1287. As alleged above, all Defendants participated and/or facilitated the marketing of
8 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
9 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
10 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
11 use of JUUL products by minors continues to rise.

12 1288. Defendants' conduct actually and proximately caused injury or damages to
13 Plaintiffs and class members as a result of consumer acts or practices in violation of the statute.
14 Absent Defendants' unfair and fraudulent conduct, Plaintiffs and class members would have
15 behaved differently and would not have purchased JUUL products or would have paid less for
16 them. Defendants' misrepresentations and omissions induced Plaintiffs and class members to
17 purchase JUUL products they would not otherwise have purchased and enter into purchase
18 contracts they would not otherwise have entered into. In addition, class members who are
19 minors are entitled to full repayment of the amounts they spent on JUUL products. Plaintiffs
20 seek—on behalf of themselves and each member of the class—injunctive relief, reasonable
21 attorneys' fees, general damages and/ or statutory damages in the amount of three times actual
22 damages, whichever is greater, and punitive damages, as well as any other relief the Court may
23 deem just or proper.

24 1289. Plaintiffs have complied or substantially complied with all applicable notice
25 requirements, or are otherwise excused from compliance because Defendants do not maintain a
26 place of business in and/ or does not keep assets within the state of Georgia.

27 **c. Common Law Fraud**

28 1290. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

1 1291. This claim is brought against JLI.

2 1292. JUUL created and implemented a scheme to create a market for e-cigarettes and
3 substantially increase sales of JUUL through a pervasive pattern of false and misleading
4 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
5 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
6 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
7 addictiveness, and significant risks of substantial physical injury from using JUUL products.

8 1293. Advertisements and representations for JUUL products contained deceptive
9 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
10 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
11 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
12 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
13 decades, JLI used third parties and word of mouth to spread false and misleading information
14 about JUUL products.

15 1294. Advertisements and representations for JUUL products concealed and failed to
16 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
17 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
18 addictive, posed significant risks of substantial physical injury resulting from the use of the
19 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
20 consumed through a pack of combustible cigarettes.

21 1295. The labels on JUUL products failed to disclose that the products posed
22 significant risks of substantial physical injury resulting from the use of the products. The labels
23 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

24 1296. The omissions were misleading and deceptive standing alone and were
25 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
26 cigarettes and other representations.

27 1297. JLI's conduct was fraudulent and deceptive because its misrepresentations and
28 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers

1 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
2 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
3 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
4 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
5 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
6 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
7 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
8 Plaintiffs' and class members' decisions to purchase JUUL products.

9 1298. JLI owed Plaintiffs and class members a duty to disclose these facts because they
10 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
11 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
12 facts; because the facts would be material to reasonable consumers; because JUUL products
13 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
14 representations concerning the same subject matter as the omitted facts.

15 1299. As set forth in the allegations concerning each Plaintiff in Appendix A, in
16 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
17 and/or omissions. Reasonable consumers would have been expected to have relied on the
18 misrepresentations and omissions.

19 1300. Defendants knew or should have known that their misrepresentations and/or
20 omissions were false and misleading, and intended for consumers to rely on such
21 misrepresentations and omissions.

22 1301. JLI knew that JUUL products were not safe or reasonable alternatives to
23 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
24 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
25 products.

26 1302. JUUL's conduct actually and proximately caused actual damages to Plaintiffs
27 and class members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
28 differently and would not have purchased JUUL products or would have paid less for them.

1 JUUL’s misrepresentations and omissions induced Plaintiffs and class members to purchase
2 JUUL products they would not otherwise have purchased and enter into purchase contracts they
3 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
4 member of the class damages in an amount to be proven at trial, as well as any other relief the
5 Court may deem just or proper.

6 **d. Breach of the Implied Warranty of Merchantability**

7 1303. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

8 1304. This claim is brought against JLI.

9 1305. JUUL has at all times been a merchant with respect to the products which were
10 sold to Plaintiff and the class and was in the business of selling such products.

11 1306. Each JUUL product sold by JUUL comes with an implied warranty that it will
12 merchantable and fit for the ordinary purpose for which it would be used. Ga. Code § 11-2-314.
13 JUUL has breached its implied warranty of merchantability because its products were not in
14 merchantable condition when sold, were defective when sold, did not conform to the promises
15 and affirmations of fact made on the products’ containers or labels, and/or do not possess even
16 the most basic degree of fitness for ordinary use.

17 1307. The ordinary intended purpose of JUUL’s products—and the purpose for which
18 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL’s
19 products are not fit for that use—or any other use—because they (i) were not smoking cessation
20 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
21 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
22 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL’s
23 products are not fit for their ordinary, intended use as either cigarette replacement devices or
24 recreation smoking devices.

25 1308. Plaintiffs and each member of the class have had sufficient direct dealings with
26 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
27 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
28 each member of the class, on the other hand.

1 1309. Further, Plaintiffs and each member of the class were third-party beneficiaries of
2 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
3 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
4 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
5 the express purpose an intent of being sold to consumers.

6 1310. Plaintiffs and the members of the class were injured as a direct and proximate
7 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
8 the Georgia Direct Purchaser Subclass were damaged as a result of JUUL's breach of its
9 implied warranty of merchantability because, had they been aware of the unmerchantable
10 condition of JUUL products, they would not have purchased JUUL products, or would have
11 paid less for them. Plaintiffs seek damages in an amount to be proven at trial, as well as any
12 other relief the Court may deem just or proper.

13 1311. JUUL was provided notice of these issues by numerous complaints filed against
14 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
15 individual letters and communications sent by consumers before or within a reasonable amount
16 of time after they discovered or should have discovered that's JUUL product were defective and
17 unmerchantable.

18 **e. Unjust Enrichment**

19 1312. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

20 1313. This claim is brought against JLI and the Management Defendants.

21 1314. Defendants created and implemented a scheme to create a market for e-cigarettes
22 and substantially increase sales of JUUL products through a pervasive pattern of false and
23 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
24 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
25 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
26 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
27 products.

28 1315. Defendants were unjustly enriched as a result of their wrongful conduct,

1 including through the false and misleading advertisements and omissions regarding (i) whether
2 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
3 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
4 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
5 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
6 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
7 enriched through their scheme of marketing their products to minors. Ga. Code § 16-12-
8 171(a)(1)(A) prohibits the marketing and sale of JUUL products to minors.

9 1316. Defendants requested and received a measurable benefit at the expense of
10 Plaintiffs and class members in the form of payment for JUUL products.

11 1317. Defendants appreciated, recognized, and chose to accept the monetary benefits
12 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
13 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

14 1318. There is no justification for Defendants' enrichment. It would be inequitable,
15 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
16 benefits were procured as a result of their wrongful conduct.

17 1319. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
18 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
19 with Defendant.

20 1320. Plaintiffs plead this claim separately as well as in the alternative to their other
21 claims, as without such claims they would have no adequate legal remedy.

22 **11. Hawaii**

23 1321. Plaintiffs bring each of the following claims on behalf of the Hawaii Subclass
24 under Hawaii law

25 **a. Violation of the Hawaii Unfair and Deceptive Trade Practices**
26 **Act (Haw. Rev. Stat. § 480-1, et seq.)**

27 1322. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

28 1323. This claim is brought against JLI and, for certain unfair and/or unconscionable

1 conduct claims as noted below, all Defendants.

2 1324. Plaintiffs and class members are consumers who purchased JUUL products for
3 personal purposes.

4 1325. Defendants created and implemented a scheme to create a market for e-cigarettes
5 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
6 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
7 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
8 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
9 addictiveness, and significant risks of substantial physical injury from using JUUL products.

10 1326. Advertisements and representations for JUUL products contained deceptive
11 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
12 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
13 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
14 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
15 decades, JLI used third parties and word of mouth to spread false and misleading information
16 about JUUL products.

17 1327. Advertisements and representations for JUUL products concealed and failed to
18 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
19 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
20 addictive, posed significant risks of substantial physical injury resulting from the use of the
21 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
22 consumed through a pack of combustible cigarettes.

23 1328. The labels on JUUL products failed to disclose that the products posed
24 significant risks of substantial physical injury resulting from the use of the products. The labels
25 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

26 1329. The omissions were misleading and deceptive standing alone and were
27 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
28 cigarettes and other representations.

1 1330. JLI's conduct was unfair and unconscionable in that it included (i) the
2 manufacture and sale of products with a heightened propensity to cause addiction and physical
3 injuries and (ii) misrepresentations and omissions of material facts concerning the
4 characteristics and safety of JUUL products that offended public policy; were immoral,
5 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
6 substantial harm that greatly outweighs any possible utility from the conduct.

7 1331. JLI's conduct was fraudulent and deceptive because the misrepresentations and
8 omissions had the capacity or tendency to mislead or deceive, and in fact did, mislead or
9 deceive reasonable consumers including the Plaintiffs. Reasonable consumers, including the
10 Plaintiffs, would have found it material to their purchasing decisions that JUUL's products (i)
11 were not smoking cessation devices, (ii) were not reasonable alternatives to combustible
12 cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were powerfully
13 addictive, (v) posed unreasonable risks of substantial bodily injury resulting from the use of the
14 products, and (vi) that the nicotine consumed through one JUUL pod exceeded the nicotine
15 consumed through a pack of combustible cigarettes. Knowledge of these facts would have been
16 a substantial factor in Plaintiffs' and class members' decisions to purchase JUUL products.

17 1332. JLI owed Plaintiffs and class members a duty to disclose these facts because they
18 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
19 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
20 facts; because the facts would be material to reasonable consumers; because JLI actively
21 concealed them; because JLI intended for consumers to rely on the omissions in question;
22 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
23 made partial representations concerning the same subject matter as the omitted facts.

24 1333. Defendants knew or should have known that their misrepresentations and/or
25 omissions were false and misleading, and intended for consumers to rely on such
26 misrepresentations and omissions.

27 1334. In addition, all Defendants engaged in unfair and unconscionable conduct
28 because the targeting of minors offends public policy (in particular Haw. Rev. Stat. §§ 712-

1 1258(1) and 245-17(a)); is immoral, unethical, oppressive, outrageous, unscrupulous, and
2 substantially injurious; and has caused substantial harm that greatly outweighs any possible
3 utility from the conduct.

4 1335. As alleged above, all Defendants participated and/or facilitated the marketing of
5 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
6 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
7 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
8 use of JUUL products by minors continues to rise.

9 1336. Defendants' conduct actually and proximately caused actual damages to
10 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
11 class members would have behaved differently and would not have purchased JUUL products
12 or would have paid less for them. Defendants' misrepresentations and omissions induced
13 Plaintiffs and class members to purchase JUUL products they would not otherwise have
14 purchased and enter into purchase contracts they would not otherwise have entered into. In
15 addition, class members who are minors are entitled to full repayment of the amounts they spent
16 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
17 injunctive relief, reasonable attorneys' fees, actual damages not less than \$1,000 as provided by
18 the statute and/ or statutory damages in the amount of threefold the damages sustained,
19 whichever is greater, and punitive damages, as well as any other relief the Court may deem just
20 or proper.

21 **b. Violation of the Hawaii Uniform Deceptive Trade Practice Act**
22 **(Haw. Rev. Stat. § 481A-1, et seq.)**

23 1337. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

24 1338. This claim is brought against JLI and, for certain claims as noted below, the
25 Management Defendants.

26 1339. Plaintiffs and class members purchased JUUL products for personal purposes.

27 1340. JLI is a "person" as defined in Haw. Rev. Stat. § 481A-2.

28 1341. Defendants created and implemented a scheme to create a market for e-cigarettes

1 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
2 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
3 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
4 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
5 addictiveness, and significant risks of substantial physical injury from using JUUL products.

6 1342. Advertisements and representations for JUUL products contained deceptive
7 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
8 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
9 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
10 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
11 decades, JLI used third parties and word of mouth to spread false and misleading information
12 about JUUL products.

13 1343. Advertisements and representations for JUUL products concealed and failed to
14 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
15 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
16 addictive, posed significant risks of substantial physical injury resulting from the use of the
17 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
18 consumed through a pack of combustible cigarettes.

19 1344. The labels on JUUL products failed to disclose that the products posed
20 significant risks of substantial physical injury resulting from the use of the products. The labels
21 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

22 1345. The omissions were misleading and deceptive standing alone and were
23 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
24 cigarettes and other representations.

25 1346. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
26 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
27 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
28 products are of a particular standard, quality, or grade, or that goods are of a particular style or

1 model, when they are not; (c) advertising goods or services with intent not to sell them as
2 advertised; and (d) engaging in other conduct which similarly creates a likelihood of confusion
3 or of misunderstanding.

4 1347. JLI's conduct was fraudulent and deceptive because the misrepresentations and
5 omissions at issue were likely to, and in fact did, confuse and mislead reasonable consumers
6 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
7 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
8 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
9 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
10 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
11 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
12 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
13 Plaintiffs' and class members' decisions to purchase JUUL products.

14 1348. JLI owed Plaintiffs and class members a duty to disclose these facts because they
15 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
16 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
17 facts; because the facts would be material to reasonable consumers; because JLI actively
18 concealed them; because JLI intended for consumers to rely on the omissions in question;
19 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
20 made partial representations concerning the same subject matter as the omitted facts.

21 1349. JLI and the Management Defendants engaged in fraudulent and deceptive
22 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
23 products were appropriate for minors, when in fact the products never should have been
24 marketed to minors and are especially harmful to minors due to the potent and addictive
25 nicotine doses, addictive qualities, and health risks.

26 1350. Defendants' conduct actually and proximately caused actual damages to
27 Plaintiffs and class members, and Plaintiffs and class members are likely to be damaged on an
28 ongoing basis and in the future. Absent Defendants' unfair and fraudulent conduct, Plaintiffs

1 and class members would have behaved differently and would not have purchased JUUL
2 products or would have paid less for them. Defendants' misrepresentations and omissions
3 induced Plaintiffs and class members to purchase JUUL products they would not otherwise have
4 purchased and enter into purchase contracts they would not otherwise have entered into. In
5 addition, class members who are minors are entitled to full repayment of the amounts they spent
6 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
7 injunctive relief and reasonable attorneys' fees, as well as any other relief the Court may deem
8 just or proper.

9 **c. Common Law Fraud**

10 1351. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

11 1352. This claim is brought against JLI.

12 1353. JUUL created and implemented a scheme to create a market for e-cigarettes and
13 substantially increase sales of JUUL through a pervasive pattern of false and misleading
14 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
15 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
16 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
17 addictiveness, and significant risks of substantial physical injury from using JUUL products.

18 1354. Advertisements and representations for JUUL products contained deceptive
19 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
20 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
21 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
22 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
23 decades, JLI used third parties and word of mouth to spread false and misleading information
24 about JUUL products.

25 1355. Advertisements and representations for JUUL products concealed and failed to
26 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
27 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
28 addictive, posed significant risks of substantial physical injury resulting from the use of the

1 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
2 consumed through a pack of combustible cigarettes.

3 1356. The labels on JUUL products failed to disclose that the products posed
4 significant risks of substantial physical injury resulting from the use of the products. The labels
5 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

6 1357. The omissions were misleading and deceptive standing alone and were
7 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
8 cigarettes and other representations.

9 1358. JLI's conduct was fraudulent and deceptive because its misrepresentations and
10 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
11 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
12 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
13 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
14 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
15 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
16 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
17 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
18 Plaintiffs' and class members' decisions to purchase JUUL products.

19 1359. JLI owed Plaintiffs and class members a duty to disclose these facts because they
20 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
21 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
22 facts; because the facts would be material to reasonable consumers; because JUUL products
23 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
24 representations concerning the same subject matter as the omitted facts.

25 1360. As set forth in the allegations concerning each Plaintiff in Appendix A, in
26 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
27 and/or omissions. Reasonable consumers would have been expected to have relied on the
28 misrepresentations and omissions.

1 1361. Defendants knew or should have known that their misrepresentations and/or
2 omissions were false and misleading, and intended for consumers to rely on such
3 misrepresentations and omissions.

4 1362. JLI knew that JUUL products were not safe or reasonable alternatives to
5 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
6 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
7 products.

8 1363. JUUL's conduct actually and proximately caused detriment to Plaintiffs and
9 class members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
10 differently and would not have purchased JUUL products or would have paid less for them.
11 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
12 JUUL products they would not otherwise have purchased and enter into purchase contracts they
13 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
14 member of the class damages in an amount to be proven at trial, as well as any other relief the
15 Court may deem just or proper.

16 **d. Breach of the Implied Warranty of Merchantability**

17 1364. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

18 1365. This claim is brought against JLI.

19 1366. JUUL has at all times been a merchant with respect to the products which were
20 sold to Plaintiff and the class and was in the business of selling such products.

21 1367. Each JUUL product sold by JUUL comes with an implied warranty that it will
22 merchantable and fit for the ordinary purpose for which it would be used. Haw. Rev. Stat.
23 § 490:2-314. JUUL has breached its implied warranty of merchantability because its products
24 were not in merchantable condition when sold, were defective when sold, did not conform to the
25 promises and affirmations of fact made on the products' containers or labels, and/or do not
26 possess even the most basic degree of fitness for ordinary use.

27 1368. The ordinary intended purpose of JUUL's products—and the purpose for which
28 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's

1 products are not fit for that use—or any other use—because they (i) were not smoking cessation
2 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
3 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
4 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL’s
5 products are not fit for their ordinary, intended use as either cigarette replacement devices or
6 recreation smoking devices.

7 1369. Plaintiffs and each member of the class have had sufficient direct dealings with
8 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
9 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
10 each member of the class, on the other hand.

11 1370. Further, Plaintiffs and each member of the class were third-party beneficiaries of
12 JUUL’s agreements with its distributors, dealers, and sellers for the distribution, dealing, and
13 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
14 intended beneficiaries of JUUL’s implied warranties. JUUL’s products are manufactured with
15 the express purpose an intent of being sold to consumers.

16 1371. Plaintiffs and the members of the class were injured as a direct and proximate
17 result of JUUL’s breach of its implied warranties of merchantability. Plaintiffs and members of
18 the class were damaged as a result of JUUL’s breach of its implied warranty of merchantability
19 because, had they been aware of the unmerchantable condition of JUUL products, they would
20 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
21 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

22 1372. JUUL was provided notice of these issues by numerous complaints filed against
23 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
24 individual letters and communications sent by consumers before or within a reasonable amount
25 of time after they discovered or should have discovered that’s JUUL product were defective and
26 unmerchantable.

27 **e. Unjust Enrichment**

28 1373. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

1 1374. This claim is brought against JLI and the Management Defendants.

2 1375. Defendants created and implemented a scheme to create a market for e-cigarettes
3 and substantially increase sales of JUUL products through a pervasive pattern of false and
4 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
5 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
6 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
7 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
8 products.

9 1376. Defendants were unjustly enriched as a result of their wrongful conduct,
10 including through the false and misleading advertisements and omissions regarding (i) whether
11 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
12 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
13 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
14 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
15 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
16 enriched through their scheme of marketing their products to minors. Haw. Rev. Stat. §§ 712-
17 1258(1) and 245-17(a) prohibits the marketing and sale of JUUL products to minors.

18 1377. Defendants requested and received a measurable benefit at the expense of
19 Plaintiffs and class members in the form of payment for JUUL products.

20 1378. Defendants appreciated, recognized, and chose to accept the monetary benefits
21 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
22 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

23 1379. There is no justification for Defendants' enrichment. It would be inequitable,
24 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
25 benefits were procured as a result of their wrongful conduct.

26 1380. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
27 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
28 with Defendant.

1 1381. Plaintiffs plead this claim separately as well as in the alternative to their other
2 claims, as without such claims they would have no adequate legal remedy.

3 **12. Idaho**

4 1382. Plaintiffs bring each of the following claims on behalf of the Idaho Subclass
5 under Idaho law

6 **a. Violation of the Idaho Consumer Protection Act (Idaho Code**
7 **§ 48-601, et seq.)**

8 1383. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

9 1384. This claim is brought against JLI and, for certain unfair and/or unconscionable
10 conduct claims as noted below, all Defendants.

11 1385. Plaintiffs and class members are persons who purchased JUUL products for
12 personal purposes.

13 1386. Defendants created and implemented a scheme to create a market for e-cigarettes
14 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
15 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
16 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
17 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
18 addictiveness, and significant risks of substantial physical injury from using JUUL products.

19 1387. Advertisements and representations for JUUL products contained deceptive
20 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
21 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
22 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
23 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
24 decades, JLI used third parties and word of mouth to spread false and misleading information
25 about JUUL products.

26 1388. Advertisements and representations for JUUL products concealed and failed to
27 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
28 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully

1 addictive, posed significant risks of substantial physical injury resulting from the use of the
2 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
3 consumed through a pack of combustible cigarettes.

4 1389. The labels on JUUL products failed to disclose that the products posed
5 significant risks of substantial physical injury resulting from the use of the products. The labels
6 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

7 1390. The omissions were misleading and deceptive standing alone and were
8 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
9 cigarettes and other representations.

10 1391. JLI's conduct was unfair and unconscionable in that it included (i) the
11 manufacture and sale of products with a heightened propensity to cause addiction and physical
12 injuries and (ii) misrepresentations and omissions of material facts concerning the
13 characteristics and safety of JUUL products offended public policy; was immoral, unethical,
14 oppressive, and unscrupulous; was part of a pattern of sales conduct that would outrage and
15 offend the public conscience; and caused substantial harm that greatly outweighs any benefits
16 associated with the conduct.

17 1392. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
18 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
19 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
20 products are of a particular standard, quality, or grade, or that goods are of a particular style or
21 model, when they are not; (c) advertising goods or services with intent not to sell them as
22 advertised; (d) engaging in acts or practices which are otherwise misleading, false, or deceptive
23 to a consumer; and (e) engaging in unconscionable methods, acts, or practices in the conduct of
24 trade or commerce.

25 1393. JLI's conduct was fraudulent and deceptive because the misrepresentations and
26 omissions had the tendency or capacity to deceive, and in fact did, deceive reasonable
27 consumers including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have
28 found it material to their purchasing decisions that JUUL's products (i) were not smoking

1 cessation devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were
2 extremely potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed
3 unreasonable risks of substantial bodily injury resulting from the use of the products, and (vi)
4 that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a
5 pack of combustible cigarettes. Knowledge of these facts would have been a substantial factor
6 in Plaintiffs' and class members' decisions to purchase JUUL products.

7 1394. JLI owed Plaintiffs and class members a duty to disclose these facts because they
8 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
9 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
10 facts; because the facts would be material to reasonable consumers; because JLI actively
11 concealed them; because JLI intended for consumers to rely on the omissions in question;
12 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
13 made partial representations concerning the same subject matter as the omitted facts.

14 1395. Defendants knew or should have known that their misrepresentations and/or
15 omissions were false and misleading, and intended for consumers to rely on such
16 misrepresentations and omissions.

17 1396. JLI and the Management Defendants engaged in fraudulent and deceptive
18 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
19 products were appropriate for minors, when in fact the products never should have been
20 marketed to minors and are especially harmful to minors due to the potent and addictive
21 nicotine doses, addictive qualities, and health risks.

22 1397. In addition, all Defendants engaged in unfair and unconscionable conduct
23 because the targeting of minors offends public policy (in particular Idaho Code §§ 39-5705(1)
24 and 39-5714(1)); is immoral, unethical, oppressive, and unscrupulous; was part of a pattern of
25 sales conduct that would outrage and offend the public conscience; took advantage of minor
26 consumers that are not reasonably able to protect their interests; and has caused substantial harm
27 that greatly outweighs any benefits associated with the conduct.

28 1398. As alleged above, all Defendants participated and/or facilitated the marketing of

1 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
2 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
3 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
4 use of JUUL products by minors continues to rise.

5 1399. Defendants' conduct actually and proximately caused an ascertainable loss of
6 money or property to Plaintiffs and class members. Absent Defendants' unfair and fraudulent
7 conduct, Plaintiffs and class members would have behaved differently and would not have
8 purchased JUUL products or would have paid less for them. Defendants' misrepresentations and
9 omissions induced Plaintiffs and class members to purchase JUUL products they would not
10 otherwise have purchased and enter into purchase contracts they would not otherwise have
11 entered into. In addition, class members who are minors are entitled to full repayment of the
12 amounts they spent on JUUL products. Plaintiffs seek—on behalf of themselves and each
13 member of the class—injunctive relief, reasonable attorneys' fees, actual damages,
14 disgorgement, restitution, and/ or statutory damages in the amount of \$1,000, whichever is
15 greater, and punitive damages, as well as any other relief the Court may deem just or proper.

16 **b. Common Law Fraud**

17 1400. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

18 1401. This claim is brought against JLI.

19 1402. JUUL created and implemented a scheme to create a market for e-cigarettes and
20 substantially increase sales of JUUL through a pervasive pattern of false and misleading
21 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
22 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
23 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
24 addictiveness, and significant risks of substantial physical injury from using JUUL products.

25 1403. Advertisements and representations for JUUL products contained deceptive
26 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
27 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
28 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or

1 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
2 decades, JLI used third parties and word of mouth to spread false and misleading information
3 about JUUL products.

4 1404. Advertisements and representations for JUUL products concealed and failed to
5 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
6 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
7 addictive, posed significant risks of substantial physical injury resulting from the use of the
8 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
9 consumed through a pack of combustible cigarettes.

10 1405. The labels on JUUL products failed to disclose that the products posed
11 significant risks of substantial physical injury resulting from the use of the products. The labels
12 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

13 1406. The omissions were misleading and deceptive standing alone and were
14 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
15 cigarettes and other representations.

16 1407. JLI's conduct was fraudulent and deceptive because its misrepresentations and
17 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
18 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
19 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
20 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
21 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
22 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
23 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
24 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
25 Plaintiffs' and class members' decisions to purchase JUUL products.

26 1408. JLI owed Plaintiffs and class members a duty to disclose these facts because they
27 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
28 other than Plaintiffs and class members), who had exclusive and superior knowledge of the

1 facts; because the facts would be material to reasonable consumers; because JUUL products
2 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
3 representations concerning the same subject matter as the omitted facts.

4 1409. As set forth in the allegations concerning each Plaintiff in Appendix A, in
5 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
6 and/or omissions. Reasonable consumers would have been expected to have relied on the
7 misrepresentations and omissions.

8 1410. Defendants knew or should have known that their misrepresentations and/or
9 omissions were false and misleading, and intended for consumers to rely on such
10 misrepresentations and omissions.

11 1411. JLI knew that JUUL products were not safe or reasonable alternatives to
12 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
13 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
14 products.

15 1412. JUUL's conduct actually and proximately caused injury to Plaintiffs and class
16 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
17 differently and would not have purchased JUUL products or would have paid less for them.
18 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
19 JUUL products they would not otherwise have purchased and enter into purchase contracts they
20 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
21 member of the class damages in an amount to be proven at trial, as well as any other relief the
22 Court may deem just or proper.

23 **c. Breach of the Implied Warranty of Merchantability**

24 1413. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

25 1414. This claim is brought against JLI.

26 1415. JUUL has at all times been a merchant with respect to the products which were
27 sold to Plaintiff and the class and was in the business of selling such products.

28 1416. Each JUUL product sold by JUUL comes with an implied warranty that it will

1 merchantable and fit for the ordinary purpose for which it would be used. Idaho Code § 28-2-
2 314. JUUL has breached its implied warranty of merchantability because its products were not
3 in merchantable condition when sold, were defective when sold, did not conform to the
4 promises and affirmations of fact made on the products' containers or labels, and/or do not
5 possess even the most basic degree of fitness for ordinary use.

6 1417. The ordinary intended purpose of JUUL's products—and the purpose for which
7 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
8 products are not fit for that use—or any other use—because they (i) were not smoking cessation
9 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
10 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
11 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
12 products are not fit for their ordinary, intended use as either cigarette replacement devices or
13 recreation smoking devices.

14 1418. Plaintiffs and each member of the class have had sufficient direct dealings with
15 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
16 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
17 each member of the class, on the other hand.

18 1419. Further, Plaintiffs and each member of the class were third-party beneficiaries of
19 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
20 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
21 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
22 the express purpose an intent of being sold to consumers.

23 1420. Plaintiffs and the members of the class were injured as a direct and proximate
24 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
25 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
26 because, had they been aware of the unmerchantable condition of JUUL products, they would
27 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
28 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

1 1421. JUUL was provided notice of these issues by numerous complaints filed against
2 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
3 individual letters and communications sent by consumers before or within a reasonable amount
4 of time after they discovered or should have discovered that's JUUL product were defective and
5 unmerchantable.

6 **d. Unjust Enrichment**

7 1422. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

8 1423. This claim is brought against JLI and the Management Defendants.

9 1424. Defendants created and implemented a scheme to create a market for e-cigarettes
10 and substantially increase sales of JUUL products through a pervasive pattern of false and
11 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
12 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
13 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
14 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
15 products.

16 1425. Defendants were unjustly enriched as a result of their wrongful conduct,
17 including through the false and misleading advertisements and omissions regarding (i) whether
18 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
19 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
20 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
21 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
22 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
23 enriched through their scheme of marketing their products to minors. Idaho Code §§ 39-
24 5705(1) and 39-5714(1) prohibits the marketing and sale of JUUL products to minors.

25 1426. Defendants requested and received a measurable benefit at the expense of
26 Plaintiffs and class members in the form of payment for JUUL products.

27 1427. Defendants appreciated, recognized, and chose to accept the monetary benefits
28 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the

1 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

2 1428. There is no justification for Defendants' enrichment. It would be inequitable,
3 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
4 benefits were procured as a result of their wrongful conduct.

5 1429. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
6 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
7 with Defendant.

8 1430. Plaintiffs plead this claim separately as well as in the alternative to their other
9 claims, as without such claims they would have no adequate legal remedy.

10 **13. Illinois**

11 1431. Plaintiffs bring each of the following claims on behalf of the Illinois Subclass
12 under Illinois law

13 **a. Violation of the Illinois Consumer Fraud and Deceptive**
14 **Business Practices Act (815 Ill. Comp. Stat. § 505/1, et seq.)**

15 1432. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

16 1433. This claim is brought against JLI and, for certain unfair and/or unconscionable
17 conduct claims as noted below, all Defendants.

18 1434. Plaintiffs and class members are persons who purchased JUUL products for
19 personal purposes.

20 1435. Defendants, Plaintiffs, and class members are "persons" under the statute.

21 1436. Defendants created and implemented a scheme to create a market for e-cigarettes
22 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
23 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
24 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
25 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
26 addictiveness, and significant risks of substantial physical injury from using JUUL products.

27 1437. Advertisements and representations for JUUL products contained deceptive
28 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives

1 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
2 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
3 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
4 decades, JLI used third parties and word of mouth to spread false and misleading information
5 about JUUL products.

6 1438. Advertisements and representations for JUUL products concealed and failed to
7 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
8 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
9 addictive, posed significant risks of substantial physical injury resulting from the use of the
10 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
11 consumed through a pack of combustible cigarettes.

12 1439. The labels on JUUL products failed to disclose that the products posed
13 significant risks of substantial physical injury resulting from the use of the products. The labels
14 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

15 1440. The omissions were misleading and deceptive standing alone and were
16 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
17 cigarettes and other representations.

18 1441. JLI's conduct was unfair and unconscionable in that it included (i) the
19 manufacture and sale of products with a heightened propensity to cause addiction and physical
20 injuries and (ii) misrepresentations and omissions of material facts concerning the
21 characteristics and safety of JUUL products that offended public policy; were immoral,
22 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
23 substantial harm that greatly outweighs any possible utility from the conduct.

24 1442. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
25 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
26 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
27 products are of a particular standard, quality, or grade, or that goods are of a particular style or
28 model, when they are not; (c) advertising goods or services with intent not to sell them as

1 advertised; and (d) engaging in other conduct which similarly creates a likelihood of confusion
2 or misunderstanding.

3 1443. JLI's conduct was fraudulent and deceptive because the misrepresentations and
4 omissions at issue were likely to, and in fact did, cause confusion or misunderstanding to
5 reasonable consumers including the Plaintiffs. Reasonable consumers, including the Plaintiffs,
6 would have found it material to their purchasing decisions that JUUL's products (i) were not
7 smoking cessation devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii)
8 were extremely potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed
9 unreasonable risks of substantial bodily injury resulting from the use of the products, and (vi)
10 that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a
11 pack of combustible cigarettes. Knowledge of these facts would have been a substantial factor
12 in Plaintiffs' and class members' decisions to purchase JUUL products.

13 1444. JLI owed Plaintiffs and class members a duty to disclose these facts because they
14 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
15 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
16 facts; because the facts would be material to reasonable consumers; because JLI actively
17 concealed them; because JLI intended for consumers to rely on the omissions in question;
18 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
19 made partial representations concerning the same subject matter as the omitted facts.

20 1445. Defendants knew or should have known that their misrepresentations and/or
21 omissions were false and misleading, and intended for consumers to rely on such
22 misrepresentations and omissions.

23 1446. JLI and the Management Defendants engaged in fraudulent and deceptive
24 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
25 products were appropriate for minors, when in fact the products never should have been
26 marketed to minors and are especially harmful to minors due to the potent and addictive
27 nicotine doses, addictive qualities, and health risks.

28 1447. In addition, all Defendants engaged in unfair and unconscionable conduct

1 because the targeting of minors offends public policy (in particular 720 Ill. Comp. Stat.
2 § 675/1.5(b) and 675/1.5(b)(c)(2)); is immoral, unethical, oppressive, outrageous, unscrupulous,
3 and substantially injurious; and has caused substantial harm that greatly outweighs any possible
4 utility from the conduct.

5 1448. As alleged above, all Defendants participated and/or facilitated the marketing of
6 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
7 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
8 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
9 use of JUUL products by minors continues to rise.

10 1449. Defendants' conduct actually and proximately caused actual damages to
11 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
12 class members would have behaved differently and would not have purchased JUUL products
13 or would have paid less for them. Defendants' misrepresentations and omissions induced
14 Plaintiffs and class members to purchase JUUL products they would not otherwise have
15 purchased and enter into purchase contracts they would not otherwise have entered into. In
16 addition, class members who are minors are entitled to full repayment of the amounts they spent
17 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
18 injunctive relief, reasonable attorneys' fees, actual economic damages, and punitive damages, as
19 well as any other relief the Court may deem just or proper.

20 **b. Common Law Fraud**

21 1450. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

22 1451. This claim is brought against JLI.

23 1452. JUUL created and implemented a scheme to create a market for e-cigarettes and
24 substantially increase sales of JUUL through a pervasive pattern of false and misleading
25 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
26 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
27 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
28 addictiveness, and significant risks of substantial physical injury from using JUUL products.

1 1453. Advertisements and representations for JUUL products contained deceptive
2 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
3 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
4 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
5 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
6 decades, JLI used third parties and word of mouth to spread false and misleading information
7 about JUUL products.

8 1454. Advertisements and representations for JUUL products concealed and failed to
9 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
10 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
11 addictive, posed significant risks of substantial physical injury resulting from the use of the
12 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
13 consumed through a pack of combustible cigarettes.

14 1455. The labels on JUUL products failed to disclose that the products posed
15 significant risks of substantial physical injury resulting from the use of the products. The labels
16 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

17 1456. The omissions were misleading and deceptive standing alone and were
18 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
19 cigarettes and other representations.

20 1457. JLI's conduct was fraudulent and deceptive because its misrepresentations and
21 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
22 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
23 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
24 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
25 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
26 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
27 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
28 combustible cigarettes. Knowledge of these facts would have been a substantial factor in

1 Plaintiffs' and class members' decisions to purchase JUUL products.

2 1458. JLI owed Plaintiffs and class members a duty to disclose these facts because they
3 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
4 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
5 facts; because the facts would be material to reasonable consumers; because JUUL products
6 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
7 representations concerning the same subject matter as the omitted facts.

8 1459. As set forth in the allegations concerning each Plaintiff in Appendix A, in
9 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
10 and/or omissions. Reasonable consumers would have been expected to have relied on the
11 misrepresentations and omissions.

12 1460. Defendants knew or should have known that their misrepresentations and/or
13 omissions were false and misleading, and intended for consumers to rely on such
14 misrepresentations and omissions.

15 1461. JLI knew that JUUL products were not safe or reasonable alternatives to
16 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
17 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
18 products.

19 1462. JUUL's conduct actually and proximately caused damages to Plaintiffs and class
20 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
21 differently and would not have purchased JUUL products or would have paid less for them.
22 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
23 JUUL products they would not otherwise have purchased and enter into purchase contracts they
24 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
25 member of the class damages in an amount to be proven at trial, as well as any other relief the
26 Court may deem just or proper.

27 **c. Breach of the Implied Warranty of Merchantability**

28 1463. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

1 1464. This claim is brought against JLI.

2 1465. JUUL has at all times been a merchant with respect to the products which were
3 sold to Plaintiff and the class and was in the business of selling such products.

4 1466. Each JUUL product sold by JUUL comes with an implied warranty that it will
5 merchantable and fit for the ordinary purpose for which it would be used. 810 Ill. Comp. Stat.
6 § 5/2-314. JUUL has breached its implied warranty of merchantability because its products
7 were not in merchantable condition when sold, were defective when sold, did not conform to the
8 promises and affirmations of fact made on the products' containers or labels, and/or do not
9 possess even the most basic degree of fitness for ordinary use.

10 1467. The ordinary intended purpose of JUUL's products—and the purpose for which
11 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
12 products are not fit for that use—or any other use—because they (i) were not smoking cessation
13 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
14 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
15 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
16 products are not fit for their ordinary, intended use as either cigarette replacement devices or
17 recreation smoking devices.

18 1468. Plaintiffs and each member of the class have had sufficient direct dealings with
19 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
20 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
21 each member of the class, on the other hand.

22 1469. Further, Plaintiffs and each member of the class were third-party beneficiaries of
23 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
24 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
25 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
26 the express purpose an intent of being sold to consumers.

27 1470. Plaintiffs and the members of the class were injured as a direct and proximate
28 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of

1 the Illinois Direct Purchaser Subclass were damaged as a result of JUUL's breach of its implied
2 warranty of merchantability because, had they been aware of the unmerchantable condition of
3 JUUL products, they would not have purchased JUUL products, or would have paid less for
4 them. Plaintiffs seek damages in an amount to be proven at trial, as well as any other relief the
5 Court may deem just or proper.

6 1471. JUUL was provided notice of these issues by numerous complaints filed against
7 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
8 individual letters and communications sent by consumers before or within a reasonable amount
9 of time after they discovered or should have discovered that's JUUL product were defective and
10 unmerchantable.

11 **d. Unjust Enrichment**

12 1472. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

13 1473. This claim is brought against JLI and the Management Defendants.

14 1474. Defendants created and implemented a scheme to create a market for e-cigarettes
15 and substantially increase sales of JUUL products through a pervasive pattern of false and
16 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
17 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
18 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
19 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
20 products.

21 1475. Defendants were unjustly enriched as a result of their wrongful conduct,
22 including through the false and misleading advertisements and omissions regarding (i) whether
23 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
24 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
25 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
26 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
27 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
28 enriched through their scheme of marketing their products to minors. 720 Ill. Comp. Stat.

1 § 675/1(a) and 675/1(b)(2) prohibits the marketing and sale of JUUL products to minors.

2 1476. Defendants requested and received a measurable benefit at the expense of
3 Plaintiffs and class members in the form of payment for JUUL products.

4 1477. Defendants appreciated, recognized, and chose to accept the monetary benefits
5 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
6 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

7 1478. There is no justification for Defendants' enrichment. It would be inequitable,
8 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
9 benefits were procured as a result of their wrongful conduct.

10 1479. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
11 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
12 with Defendant.

13 1480. Plaintiffs plead this claim separately as well as in the alternative to their other
14 claims, as without such claims they would have no adequate legal remedy.

15 **14. Indiana**

16 1481. Plaintiffs bring each of the following claims on behalf of the Indiana Subclass
17 under Indiana law.

18 **a. Violation of Indiana's Deceptive Consumer Sales Act (Ind.**
19 **Code §§ 24-5-0.5-1, et seq).**

20 1482. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

21 1483. This claim is brought against JLI and, for certain unfair and/or unconscionable
22 conduct claims as noted below, all Defendants.

23 1484. Defendants are "suppliers" as that term is defined in Indiana's Deceptive
24 Consumer Sales Act. Defendants engaged in incurable deceptive acts as set forth herein.

25 1485. Plaintiffs and class members are individual consumers who purchased JUUL
26 products for personal purposes.

27 1486. Defendants created and implemented a scheme to create a market for e-cigarettes
28 and substantially increase sales of JUUL through a pervasive pattern of false and misleading

1 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
2 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
3 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
4 addictiveness, and significant risks of substantial physical injury from using JUUL products.

5 1487. Advertisements and representations for JUUL products contained deceptive
6 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
7 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
8 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
9 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
10 decades, JLI used third parties and word of mouth to spread false and misleading information
11 about JUUL products.

12 1488. Advertisements and representations for JUUL products concealed and failed to
13 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
14 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
15 addictive, posed significant risks of substantial physical injury resulting from the use of the
16 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
17 consumed through a pack of combustible cigarettes.

18 1489. The labels on JUUL products failed to disclose that the products posed
19 significant risks of substantial physical injury resulting from the use of the products. The labels
20 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

21 1490. The omissions were misleading and deceptive standing alone and were
22 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
23 cigarettes and other representations.

24 1491. JLI's conduct was unfair and unconscionable in that it included (i) the
25 manufacture and sale of products with a heightened propensity to cause addiction and physical
26 injuries and (ii) misrepresentations and omissions of material facts concerning the
27 characteristics and safety of JUUL products that offended public policy; were immoral,
28 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused

1 substantial harm that greatly outweighs any possible utility from the conduct.

2 1492. JUUL’s conduct constituted the following prohibited fraudulent, deceptive, and
3 unfair business practices: (a) misrepresenting that JUUL products have characteristics, uses, or
4 benefits they do not have, which JUUL knows or reasonably should know they do not have; (b)
5 misrepresenting that JUUL products are of a particular standard, quality, or grade, or that goods
6 are of a particular style or model, when they are not, and JUUL knows or reasonably should
7 know they are not; and (c) advertising goods or services with intent not to sell them as
8 advertised.

9 1493. JLI’s conduct was fraudulent and deceptive because the misrepresentations and
10 omissions at issue were likely to, and in fact did, deceive reasonable consumers including the
11 Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to their
12 purchasing decisions that JUUL’s products (i) were not smoking cessation devices, (ii) were not
13 reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-delivery
14 mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily
15 injury resulting from the use of the products, and (vi) that the nicotine consumed through one
16 JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes.
17 Knowledge of these facts would have been a substantial factor in Plaintiffs’ and class members’
18 decisions to purchase JUUL products.

19 1494. JLI owed Plaintiffs and class members a duty to disclose these facts because they
20 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
21 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
22 facts; because the facts would be material to reasonable consumers; because JLI actively
23 concealed them; because JLI intended for consumers to rely on the omissions in question;
24 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
25 made partial representations concerning the same subject matter as the omitted facts.

26 1495. As set forth in the allegations concerning each Plaintiff in Appendix A, in
27 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
28 Reasonable consumers would have been expected to have relied on the misrepresentations and

1 omissions.

2 1496. Defendants knew or should have known that their misrepresentations and/or
3 omissions were false and misleading, and intended for consumers to rely on such
4 misrepresentations and omissions.

5 1497. JLI and the Management Defendants engaged in fraudulent and deceptive
6 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
7 products were appropriate for minors, when in fact the products never should have been
8 marketed to minors and are especially harmful to minors due to the potent and addictive
9 nicotine doses, addictive qualities, and health risks.

10 1498. In addition, all Defendants engaged in unfair and unconscionable conduct
11 because the targeting of minors offends public policy (*see, e.g.*, Ind. Code §§ 35-46-1-10(a); 35-
12 46-1-10.2(a); 7.1-7-5.5-1; 7.1-7-5.5-2); is immoral, unethical, oppressive, outrageous,
13 unscrupulous, and substantially injurious; and has caused substantial harm that greatly
14 outweighs any possible utility from the conduct.

15 1499. As alleged above, all Defendants participated and/or facilitated the marketing of
16 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
17 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
18 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
19 use of JUUL products by minors continues to rise.

20 1500. Defendants' conduct was incurable because it was done as part of a scheme with
21 the intent to defraud, mislead, and engage in unfair business practices.

22 1501. Defendants' conduct actually and proximately caused actual damages to
23 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
24 class members would have behaved differently and would not have purchased JUUL products
25 or would have paid less for them. Defendants' misrepresentations and omissions induced
26 Plaintiffs and class members to purchase JUUL products they would not otherwise have
27 purchased and enter into purchase contracts they would not otherwise have entered into. In
28 addition, class members who are minors are entitled to full repayment of the amounts they spent

1 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
2 actual damages and/or statutory damages in the amount of \$500, whichever is greater; punitive
3 damages because Defendants’ deceptive acts were willful; restitution; and attorney’s fees; as
4 well as any other relief the Court may deem just or proper.

5 1502. Plaintiffs have complied or substantially complied with all applicable notice
6 requirements.

7 **b. Common Law Fraud**

8 1503. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

9 1504. This claim is brought against JLI.

10 1505. JUUL created and implemented a scheme to create a market for e-cigarettes and
11 substantially increase sales of JUUL through a pervasive pattern of false and misleading
12 statements and omissions. JUUL’s plan was to portray JUUL products as cool and safe
13 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
14 misrepresenting or omitting key facts concerning JUUL products’ nicotine content and doses,
15 addictiveness, and significant risks of substantial physical injury from using JUUL products.

16 1506. Advertisements and representations for JUUL products contained deceptive
17 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
18 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
19 cigarettes. The advertisements and JLI’s public statements portrayed JUUL products as safe or
20 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
21 decades, JLI used third parties and word of mouth to spread false and misleading information
22 about JUUL products.

23 1507. Advertisements and representations for JUUL products concealed and failed to
24 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
25 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
26 addictive, posed significant risks of substantial physical injury resulting from the use of the
27 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
28 consumed through a pack of combustible cigarettes.

1 1508. The labels on JUUL products failed to disclose that the products posed
2 significant risks of substantial physical injury resulting from the use of the products. The labels
3 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

4 1509. The omissions were misleading and deceptive standing alone and were
5 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
6 cigarettes and other representations.

7 1510. JLI's conduct was fraudulent and deceptive because its misrepresentations and
8 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
9 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
10 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
11 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
12 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
13 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
14 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
15 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
16 Plaintiffs' and class members' decisions to purchase JUUL products.

17 1511. JLI owed Plaintiffs and class members a duty to disclose these facts because they
18 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
19 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
20 facts; because the facts would be material to reasonable consumers; because JUUL products
21 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
22 representations concerning the same subject matter as the omitted facts.

23 1512. As set forth in the allegations concerning each Plaintiff in Appendix A, in
24 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
25 and/or omissions. Reasonable consumers would have been expected to have relied on the
26 misrepresentations and omissions.

27 1513. Defendants knew or should have known that their misrepresentations and/or
28 omissions were false and misleading, and intended for consumers to rely on such

1 misrepresentations and omissions.

2 1514. JLI knew that JUUL products were not safe or reasonable alternatives to
3 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
4 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
5 products.

6 1515. JUUL's conduct actually and proximately caused damage to Plaintiffs and class
7 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
8 differently and would not have purchased JUUL products or would have paid less for them.
9 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
10 JUUL products they would not otherwise have purchased and enter into purchase contracts they
11 would not otherwise have entered into. Plaintiffs seek, on behalf of themselves and each
12 member of the class, damages in an amount to be proven at trial and punitive damages, as well
13 as any other relief the Court may deem just or proper.

14 **c. Breach of the Implied Warranty of Merchantability**

15 1516. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

16 1517. This claim is brought against JLI.

17 1518. JUUL has at all times been a merchant with respect to the products which were
18 sold to Plaintiff and the class and was in the business of selling such products.

19 1519. Each JUUL product sold by JUUL comes with an implied warranty that it will
20 merchantable and fit for the ordinary purpose for which it would be used. *See* Ind. Code § 26-1-
21 2-314. JUUL has breached its implied warranty of merchantability because its products were
22 not in merchantable condition when sold, were defective when sold, did not conform to the
23 promises and affirmations of fact made on the products' containers or labels, and/or do not
24 possess even the most basic degree of fitness for ordinary use.

25 1520. The ordinary intended purpose of JUUL's products—and the purpose for which
26 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
27 products are not fit for that use—or any other use—because they (i) were not smoking cessation
28 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely

1 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
2 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
3 products are not fit for their ordinary, intended use as either cigarette replacement devices or
4 recreation smoking devices.

5 1521. Plaintiffs and each member of the class have had sufficient direct dealings with
6 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
7 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
8 each member of the class, on the other hand.

9 1522. Further, Plaintiffs and each member of the class were third-party beneficiaries of
10 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
11 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
12 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
13 the express purpose an intent of being sold to consumers.

14 1523. Plaintiffs and the members of the class were injured as a direct and proximate
15 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
16 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
17 because, had they been aware of the unmerchantable condition of JUUL products, they would
18 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
19 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

20 1524. JUUL was provided notice of these issues by numerous complaints filed against
21 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
22 individual letters and communications sent by consumers before or within a reasonable amount
23 of time after they discovered or should have discovered that's JUUL product were defective and
24 unmerchantable.

25 **d. Unjust Enrichment**

26 1525. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

27 1526. This claim is brought against JLI and the Management Defendants.

28 1527. Defendants created and implemented a scheme to create a market for e-cigarettes

1 and substantially increase sales of JUUL products through a pervasive pattern of false and
2 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
3 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
4 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
5 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
6 products.

7 1528. Defendants were unjustly enriched as a result of their wrongful conduct,
8 including through the false and misleading advertisements and omissions regarding (i) whether
9 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
10 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
11 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
12 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
13 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
14 enriched through their scheme of marketing their products to minors. Indiana law (*see* Ind. Code
15 §§ 35-46-1-10(a); 35-46-1-10.2(a); 7.1-7-5.5-1; 7.1-7-5.5-2) prohibits the marketing and sale of
16 JUUL products to minors.

17 1529. Defendants requested and received a measurable benefit at the expense of
18 Plaintiffs and class members in the form of payment for JUUL products.

19 1530. Defendants appreciated, recognized, and chose to accept the monetary benefits
20 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
21 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

22 1531. There is no justification for Defendants' enrichment. It would be inequitable,
23 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
24 benefits were procured as a result of their wrongful conduct.

25 1532. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
26 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
27 with Defendant.

28 1533. Plaintiffs plead this claim separately as well as in the alternative to their other

1 claims, as without such claims they would have no adequate legal remedy.

2 **15. Iowa**

3 1534. Plaintiffs bring each of the following claims on behalf of the Iowa Subclass
4 under Iowa law.

5 **a. Violation of the Iowa Consumer Fraud Act (Iowa Code**
6 **§ 714H.1, et seq.)**

7 1535. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

8 1536. This claim is brought against JLI and, for certain unfair and/or unconscionable
9 conduct claims as noted below, all Defendants.

10 1537. Plaintiffs and class members purchased JUUL products for personal purposes.

11 1538. Defendants are “persons” under the statute.

12 1539. Defendants created and implemented a scheme to create a market for e-cigarettes
13 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
14 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
15 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
16 misrepresenting or omitting key facts concerning JUUL products’ nicotine content and doses,
17 addictiveness, and significant risks of substantial physical injury from using JUUL products.

18 1540. Advertisements and representations for JUUL products contained deceptive
19 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
20 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
21 cigarettes. The advertisements and JLI’s public statements portrayed JUUL products as safe or
22 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
23 decades, JLI used third parties and word of mouth to spread false and misleading information
24 about JUUL products.

25 1541. Advertisements and representations for JUUL products concealed and failed to
26 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
27 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
28 addictive, posed significant risks of substantial physical injury resulting from the use of the

1 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
2 consumed through a pack of combustible cigarettes.

3 1542. The labels on JUUL products failed to disclose that the products posed
4 significant risks of substantial physical injury resulting from the use of the products. The labels
5 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

6 1543. The omissions were misleading and deceptive standing alone and were
7 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
8 cigarettes and other representations.

9 1544. JLI's conduct was unfair and unconscionable in that it included (i) the
10 manufacture and sale of products with a heightened propensity to cause addiction and physical
11 injuries and (ii) misrepresentations and omissions of material facts concerning the
12 characteristics and safety of JUUL products that offended public policy; were immoral,
13 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
14 substantial harm that greatly outweighs any possible utility from the conduct.

15 1545. JLI's conduct was fraudulent and deceptive because the misrepresentations and
16 omissions at issue were likely to, and in fact did, deceive ordinary and/or reasonable consumers
17 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
18 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
19 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
20 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
21 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
22 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
23 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
24 Plaintiffs' and class members' decisions to purchase JUUL products.

25 1546. JLI owed Plaintiffs and class members a duty to disclose these facts because they
26 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
27 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
28 facts; because the facts would be material to reasonable consumers; because JLI actively

1 concealed them; because JLI intended for consumers to rely on the omissions in question;
2 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
3 made partial representations concerning the same subject matter as the omitted facts.

4 1547. JUUL knew or reasonably should have known that its misrepresentations and/or
5 omissions were false and misleading, and intended for consumers to rely on such
6 misrepresentations and omissions.

7 1548. JLI and the Management Defendants engaged in fraudulent and deceptive
8 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
9 products were appropriate for minors, when in fact the products never should have been
10 marketed to minors and are especially harmful to minors due to the potent and addictive
11 nicotine doses, addictive qualities, and health risks.

12 1549. In addition, all Defendants engaged in unfair and unconscionable conduct
13 because the targeting of minors offends public policy (*see, e.g.*, Iowa Code Ann. § 453A.2) is
14 immoral, unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and has
15 caused substantial harm that greatly outweighs any possible utility from the conduct.

16 1550. As alleged above, all Defendants participated and/or facilitated the marketing of
17 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
18 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
19 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
20 use of JUUL products by minors continues to rise.

21 1551. Defendants' conduct actually and proximately caused an ascertainable loss of
22 money or property to Plaintiffs and class members. Absent Defendants' unfair and fraudulent
23 conduct, Plaintiffs and class members would have behaved differently and would not have
24 purchased JUUL products or would have paid less for them. Defendants' misrepresentations and
25 omissions induced Plaintiffs and class members to purchase JUUL products they would not
26 otherwise have purchased and enter into purchase contracts they would not otherwise have
27 entered into. In addition, class members who are minors are entitled to full repayment of the
28 amounts they spent on JUUL products. Plaintiffs seek—on behalf of themselves and each

1 member of the class—actual damages, statutory damages up to three times actual damages
2 because Defendants’ conduct represented a willful and wanton disregard for the safety of
3 Plaintiffs, attorney’s fees, and equitable relief, as well as any other relief the Court may deem
4 just or proper.

5 **b. Common Law Fraud**

6 1552. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

7 1553. This claim is brought against JLI.

8 1554. JUUL created and implemented a scheme to create a market for e-cigarettes and
9 substantially increase sales of JUUL through a pervasive pattern of false and misleading
10 statements and omissions. JUUL’s plan was to portray JUUL products as cool and safe
11 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
12 misrepresenting or omitting key facts concerning JUUL products’ nicotine content and doses,
13 addictiveness, and significant risks of substantial physical injury from using JUUL products.

14 1555. Advertisements and representations for JUUL products contained deceptive
15 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
16 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
17 cigarettes. The advertisements and JLI’s public statements portrayed JUUL products as safe or
18 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
19 decades, JLI used third parties and word of mouth to spread false and misleading information
20 about JUUL products.

21 1556. Advertisements and representations for JUUL products concealed and failed to
22 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
23 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
24 addictive, posed significant risks of substantial physical injury resulting from the use of the
25 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
26 consumed through a pack of combustible cigarettes.

27 1557. The labels on JUUL products failed to disclose that the products posed
28 significant risks of substantial physical injury resulting from the use of the products. The labels

1 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

2 1558. The omissions were misleading and deceptive standing alone and were
3 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
4 cigarettes and other representations.

5 1559. JLI's conduct was fraudulent and deceptive because its misrepresentations and
6 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
7 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
8 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
9 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
10 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
11 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
12 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
13 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
14 Plaintiffs' and class members' decisions to purchase JUUL products.

15 1560. JLI owed Plaintiffs and class members a duty to disclose these facts because they
16 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
17 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
18 facts; because the facts would be material to reasonable consumers; because JUUL products
19 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
20 representations concerning the same subject matter as the omitted facts.

21 1561. As set forth in the allegations concerning each Plaintiff in Appendix A, in
22 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
23 and/or omissions. Reasonable consumers would have been expected to have relied on the
24 misrepresentations and omissions.

25 1562. Defendants knew or should have known that their misrepresentations and/or
26 omissions were false and misleading, and intended for consumers to rely on such
27 misrepresentations and omissions.

28 1563. JLI knew that JUUL products were not safe or reasonable alternatives to

1 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
2 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
3 products.

4 1564. JUUL's conduct actually and proximately caused damage to Plaintiffs and class
5 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
6 differently and would not have purchased JUUL products or would have paid less for them.
7 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
8 JUUL products they would not otherwise have purchased and enter into purchase contracts they
9 would not otherwise have entered into. Plaintiffs seek, on behalf of themselves and each
10 member of the class, compensatory damages in an amount to be proven at trial and punitive
11 damages, as well as any other relief the Court may deem just or proper.

12 **c. Breach of the Implied Warranty of Merchantability**

13 1565. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

14 1566. This claim is brought against JLI.

15 1567. JUUL has at all times been a merchant with respect to the products which were
16 sold to Plaintiff and the class and was in the business of selling such products.

17 1568. Each JUUL product sold by JUUL comes with an implied warranty that it will
18 merchantable and fit for the ordinary purpose for which it would be used. *See* Iowa Code Ann.
19 § 554.2314. JUUL has breached its implied warranty of merchantability because its products
20 were not in merchantable condition when sold, were defective when sold, did not conform to the
21 promises and affirmations of fact made on the products' containers or labels, and/or do not
22 possess even the most basic degree of fitness for ordinary use.

23 1569. The ordinary intended purpose of JUUL's products—and the purpose for which
24 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
25 products are not fit for that use—or any other use—because they (i) were not smoking cessation
26 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
27 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
28 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's

1 products are not fit for their ordinary, intended use as either cigarette replacement devices or
2 recreation smoking devices.

3 1570. Plaintiffs and each member of the class have had sufficient direct dealings with
4 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
5 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
6 each member of the class, on the other hand.

7 1571. Further, Plaintiffs and each member of the class were third-party beneficiaries of
8 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
9 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
10 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
11 the express purpose an intent of being sold to consumers.

12 1572. Plaintiffs and the members of the class were injured as a direct and proximate
13 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
14 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
15 because, had they been aware of the unmerchantable condition of JUUL products, they would
16 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
17 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

18 1573. JUUL was provided notice of these issues by numerous complaints filed against
19 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
20 individual letters and communications sent by consumers before or within a reasonable amount
21 of time after they discovered or should have discovered that's JUUL product were defective and
22 unmerchantable.

23 **d. Unjust Enrichment**

24 1574. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

25 1575. This claim is brought against JLI and the Management Defendants.

26 1576. Defendants created and implemented a scheme to create a market for e-cigarettes
27 and substantially increase sales of JUUL products through a pervasive pattern of false and
28 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and

1 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
2 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
3 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
4 products.

5 1577. Defendants were unjustly enriched as a result of their wrongful conduct,
6 including through the false and misleading advertisements and omissions regarding (i) whether
7 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
8 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
9 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
10 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
11 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
12 enriched through their scheme of marketing their products to minors. Iowa law (Iowa Code
13 Ann. § 453A.2) prohibits the marketing and sale of JUUL products to minors.

14 1578. Defendants requested and received a measurable benefit at the expense of
15 Plaintiffs and class members in the form of payment for JUUL products.

16 1579. Defendants appreciated, recognized, and chose to accept the monetary benefits
17 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
18 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

19 1580. There is no justification for Defendants' enrichment. It would be inequitable,
20 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
21 benefits were procured as a result of their wrongful conduct.

22 1581. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
23 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
24 with Defendant.

25 1582. Plaintiffs plead this claim separately as well as in the alternative to their other
26 claims, as without such claims they would have no adequate legal remedy

27 **16. Kansas**

28 1583. Plaintiffs bring each of the following claims on behalf of the Kansas Subclass

1 under Kansas law.

2 **a. Violation of Kansas Consumer Protection Act (Kan. Stat.**
3 **Ann. § 50-623, et seq.)**

4 1584. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

5 1585. This claim is brought against JLI and, for certain unfair and/or unconscionable
6 conduct claims as noted below, all Defendants.

7 1586. Defendants are “suppliers” as that term is defined in Kansas’s Consumer
8 Protection Act.

9 1587. Plaintiffs and class members are individuals who purchased JUUL products for
10 personal purposes.

11 1588. Defendants created and implemented a scheme to create a market for e-cigarettes
12 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
13 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
14 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
15 misrepresenting or omitting key facts concerning JUUL products’ nicotine content and doses,
16 addictiveness, and significant risks of substantial physical injury from using JUUL products.

17 1589. Advertisements and representations for JUUL products contained deceptive
18 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
19 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
20 cigarettes. The advertisements and JLI’s public statements portrayed JUUL products as safe or
21 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
22 decades, JLI used third parties and word of mouth to spread false and misleading information
23 about JUUL products.

24 1590. Advertisements and representations for JUUL products concealed and failed to
25 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
26 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
27 addictive, posed significant risks of substantial physical injury resulting from the use of the
28 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine

1 consumed through a pack of combustible cigarettes.

2 1591. The labels on JUUL products failed to disclose that the products posed
3 significant risks of substantial physical injury resulting from the use of the products. The labels
4 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

5 1592. The omissions were misleading and deceptive standing alone and were
6 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
7 cigarettes and other representations.

8 1593. JLI's conduct was unfair and unconscionable in that it included (i) the
9 manufacture and sale of products with a heightened propensity to cause addiction and physical
10 injuries and (ii) misrepresentations and omissions of material facts concerning the
11 characteristics and safety of JUUL products that offended public policy; were immoral,
12 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
13 substantial harm that greatly outweighs any possible utility from the conduct.

14 1594. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
15 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
16 ingredients, uses, benefits, or quantities, which they do not have and (b) misrepresenting that
17 JUUL products are of a particular standard, quality, or grade, or that goods are of a particular
18 style or model, when they are not; (c) the willful use, in any oral or written representation, of
19 exaggeration, falsehood, innuendo or ambiguity as to a material fact; and (d) the willful failure
20 to state a material fact, or the willful concealment, suppression or omission of a material fact.

21 1595. JLI's conduct was fraudulent and deceptive because the misrepresentations and
22 omissions had the capacity to deceive, were likely to deceive, and in fact did, deceive
23 reasonable consumers including the Plaintiffs. Reasonable consumers, including the Plaintiffs,
24 would have found it material to their purchasing decisions that JUUL's products (i) were not
25 smoking cessation devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii)
26 were extremely potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed
27 unreasonable risks of substantial bodily injury resulting from the use of the products, and (vi)
28 that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a

1 pack of combustible cigarettes. Knowledge of these facts would have been a substantial factor
2 in Plaintiffs' and class members' decisions to purchase JUUL products.

3 1596. JLI owed Plaintiffs and class members a duty to disclose these facts because they
4 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
5 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
6 facts; because the facts would be material to reasonable consumers; because JLI actively
7 concealed them; because JLI intended for consumers to rely on the omissions in question;
8 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
9 made partial representations concerning the same subject matter as the omitted facts.

10 1597. As set forth in the allegations concerning each Plaintiff in Appendix A, in
11 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
12 Reasonable consumers would have been expected to have relied on the misrepresentations and
13 omissions.

14 1598. Defendants knew or should have known that their misrepresentations and/or
15 omissions were false and misleading, and intended for consumers to rely on such
16 misrepresentations and omissions.

17 1599. JLI and the Management Defendants engaged in fraudulent and deceptive
18 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
19 products were appropriate for minors, when in fact the products never should have been
20 marketed to minors and are especially harmful to minors due to the potent and addictive
21 nicotine doses, addictive qualities, and health risks.

22 1600. In addition, all Defendants engaged in unfair and unconscionable conduct
23 because the targeting of minors offends public policy (*see, e.g.*, Kan. Stat. Ann. § 79-3321); is
24 immoral, unethical, oppressive, and unscrupulous; took advantage of minors' inability to
25 reasonably protect their interests; and has caused substantial harm that greatly outweighs any
26 benefits associated with the conduct.

27 1601. As alleged above, all Defendants participated and/or facilitated the marketing of
28 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI

1 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
2 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
3 use of JUUL products by minors continues to rise.

4 1602. Defendants' conduct actually and proximately caused damage to Plaintiffs and
5 class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and class members
6 would have behaved differently and would not have purchased JUUL products or would have
7 paid less for them. Defendants' misrepresentations and omissions induced Plaintiffs and class
8 members to purchase JUUL products they would not otherwise have purchased and enter into
9 purchase contracts they would not otherwise have entered into. In addition, class members who
10 are minors are entitled to full repayment of the amounts they spent on JUUL products.
11 Plaintiffs seek—on behalf of themselves and each member of the class—actual damages,
12 attorney's fees, and equitable relief, as well as any other relief the Court may deem just or
13 proper.

14 **b. Common Law Fraud**

15 1603. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

16 1604. This claim is brought against JLI.

17 1605. JUUL created and implemented a scheme to create a market for e-cigarettes and
18 substantially increase sales of JUUL through a pervasive pattern of false and misleading
19 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
20 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
21 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
22 addictiveness, and significant risks of substantial physical injury from using JUUL products.

23 1606. Advertisements and representations for JUUL products contained deceptive
24 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
25 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
26 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
27 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
28 decades, JLI used third parties and word of mouth to spread false and misleading information

1 about JUUL products.

2 1607. Advertisements and representations for JUUL products concealed and failed to
3 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
4 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
5 addictive, posed significant risks of substantial physical injury resulting from the use of the
6 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
7 consumed through a pack of combustible cigarettes.

8 1608. The labels on JUUL products failed to disclose that the products posed
9 significant risks of substantial physical injury resulting from the use of the products. The labels
10 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

11 1609. The omissions were misleading and deceptive standing alone and were
12 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
13 cigarettes and other representations.

14 1610. JLI's conduct was fraudulent and deceptive because its misrepresentations and
15 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
16 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
17 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
18 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
19 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
20 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
21 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
22 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
23 Plaintiffs' and class members' decisions to purchase JUUL products.

24 1611. JLI owed Plaintiffs and class members a duty to disclose these facts because they
25 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
26 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
27 facts; because the facts would be material to reasonable consumers; because JUUL products
28 pose an unreasonable risk of substantial bodily injury; and because JLI made partial

1 representations concerning the same subject matter as the omitted facts.

2 1612. As set forth in the allegations concerning each Plaintiff in Appendix A, in
3 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
4 and/or omissions. Reasonable consumers would have been expected to have relied on the
5 misrepresentations and omissions.

6 1613. Defendants knew or should have known that their misrepresentations and/or
7 omissions were false and misleading, and intended for consumers to rely on such
8 misrepresentations and omissions.

9 1614. JLI knew that JUUL products were not safe or reasonable alternatives to
10 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
11 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
12 products.

13 1615. JUUL's conduct actually and proximately caused damage to Plaintiffs and class
14 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
15 differently and would not have purchased JUUL products or would have paid less for them.
16 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
17 JUUL products they would not otherwise have purchased and enter into purchase contracts they
18 would not otherwise have entered into. Plaintiffs seek, on behalf of themselves and each
19 member of the class, damages in an amount to be proven at trial and punitive damages, as well
20 as any other relief the Court may deem just or proper.

21 **c. Breach of the Implied Warranty of Merchantability**

22 1616. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

23 1617. This claim is brought against JLI.

24 1618. JUUL has at all times been a merchant with respect to the products which were
25 sold to Plaintiff and the class and was in the business of selling such products.

26 1619. Each JUUL product sold by JUUL comes with an implied warranty that it will
27 merchantable and fit for the ordinary purpose for which it would be used. *See* Kan. Stat. Ann.
28 § 84-2-314. JUUL has breached its implied warranty of merchantability because its products

1 were not in merchantable condition when sold, were defective when sold, did not conform to the
2 promises and affirmations of fact made on the products' containers or labels, and/or do not
3 possess even the most basic degree of fitness for ordinary use.

4 1620. The ordinary intended purpose of JUUL's products—and the purpose for which
5 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
6 products are not fit for that use—or any other use—because they (i) were not smoking cessation
7 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
8 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
9 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
10 products are not fit for their ordinary, intended use as either cigarette replacement devices or
11 recreation smoking devices.

12 1621. Plaintiffs and each member of the class have had sufficient direct dealings with
13 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
14 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
15 each member of the class, on the other hand.

16 1622. Further, Plaintiffs and each member of the class were third-party beneficiaries of
17 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
18 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
19 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
20 the express purpose an intent of being sold to consumers.

21 1623. Plaintiffs and the members of the class were injured as a direct and proximate
22 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
23 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
24 because, had they been aware of the unmerchantable condition of JUUL products, they would
25 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
26 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

27 1624. JUUL was provided notice of these issues by numerous complaints filed against
28 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous

1 individual letters and communications sent by consumers before or within a reasonable amount
2 of time after they discovered or should have discovered that's JUUL product were defective and
3 unmerchantable.

4 **d. Unjust Enrichment**

5 1625. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

6 1626. This claim is brought against JLI and the Management Defendants.

7 1627. Defendants created and implemented a scheme to create a market for e-cigarettes
8 and substantially increase sales of JUUL products through a pervasive pattern of false and
9 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
10 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
11 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
12 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
13 products.

14 1628. Defendants were unjustly enriched as a result of their wrongful conduct,
15 including through the false and misleading advertisements and omissions regarding (i) whether
16 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
17 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
18 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
19 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
20 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
21 enriched through their scheme of marketing their products to minors. Kansas law (*see* Kan. Stat.
22 Ann. § 79-3321(l)) prohibits the marketing and sale of JUUL products to minors

23 1629. Defendants requested and received a measurable benefit at the expense of
24 Plaintiffs and class members in the form of payment for JUUL products.

25 1630. Defendants appreciated, recognized, and chose to accept the monetary benefits
26 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
27 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

28 1631. There is no justification for Defendants' enrichment. It would be inequitable,

1 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
2 benefits were procured as a result of their wrongful conduct.

3 1632. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
4 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
5 with Defendant.

6 1633. Plaintiffs plead this claim separately as well as in the alternative to their other
7 claims, as without such claims they would have no adequate legal remedy.

8 **17. Kentucky**

9 1634. Plaintiffs bring each of the following claims on behalf of the Kentucky Subclass
10 under Kentucky law.

11 **a. Violation of Kentucky Consumer Protection Act (Ky. Rev.**
12 **Stat. Ann. § 367.110, et seq.)**

13 1635. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

14 1636. This claim is brought against JLI and, for certain unfair and/or unconscionable
15 conduct claims as noted below, all Defendants.

16 1637. Defendants are sellers of JUUL products.

17 1638. Plaintiffs and class member are “persons” under the statute.

18 1639. Plaintiffs and class members are individuals who purchased JUUL products for
19 personal purposes.

20 1640. Plaintiffs and each member of the class have had direct dealings with either
21 JUUL via its website or its agents (including distributors, dealers, and sellers authorized by
22 JUUL). Further, Plaintiffs and each member of the class were third-party beneficiaries of
23 JUUL’s agreements with its distributors, dealers, and sellers for the distribution, dealing, and
24 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
25 intended beneficiaries of JUUL’s implied warranties. JUUL’s products are manufactured with
26 the express purpose an intent of being sold to consumers.

27 1641. Defendants created and implemented a scheme to create a market for e-cigarettes
28 and substantially increase sales of JUUL through a pervasive pattern of false and misleading

1 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
2 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
3 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
4 addictiveness, and significant risks of substantial physical injury from using JUUL products.

5 1642. Advertisements and representations for JUUL products contained deceptive
6 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
7 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
8 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
9 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
10 decades, JLI used third parties and word of mouth to spread false and misleading information
11 about JUUL products.

12 1643. Advertisements and representations for JUUL products concealed and failed to
13 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
14 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
15 addictive, posed significant risks of substantial physical injury resulting from the use of the
16 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
17 consumed through a pack of combustible cigarettes.

18 1644. The labels on JUUL products failed to disclose that the products posed
19 significant risks of substantial physical injury resulting from the use of the products. The labels
20 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

21 1645. The omissions were misleading and deceptive standing alone and were
22 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
23 cigarettes and other representations.

24 1646. JLI's conduct was unfair and unconscionable in that it included (i) the
25 manufacture and sale of products with a heightened propensity to cause addiction and physical
26 injuries and (ii) misrepresentations and omissions of material facts concerning the
27 characteristics and safety of JUUL products that offended public policy; were immoral,
28 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused

1 substantial harm that greatly outweighs any possible utility from the conduct.

2 1647. JLI's conduct was fraudulent and deceptive because the misrepresentations and
3 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
4 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
5 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
6 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
7 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
8 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
9 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
10 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
11 Plaintiffs' and class members' decisions to purchase JUUL products.

12 1648. JLI owed Plaintiffs and class members a duty to disclose these facts because they
13 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
14 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
15 facts; because the facts would be material to reasonable consumers; because JLI actively
16 concealed them; because JLI intended for consumers to rely on the omissions in question;
17 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
18 made partial representations concerning the same subject matter as the omitted facts.

19 1649. JLI and the Management Defendants engaged in fraudulent and deceptive
20 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
21 products were appropriate for minors, when in fact the products never should have been
22 marketed to minors and are especially harmful to minors due to the potent and addictive
23 nicotine doses, addictive qualities, and health risks.

24 1650. In addition, all Defendants engaged in unfair and unconscionable conduct
25 because the targeting of minors offends public policy (*see, e.g.*, Ky. Rev. Stat. Ann. §§ 438.310,
26 438.313); is immoral, unethical, oppressive, outrageous, unscrupulous, and substantially
27 injurious; and has caused substantial harm that greatly outweighs any possible utility from the
28 conduct.

1 1651. As alleged above, all Defendants participated and/or facilitated the marketing of
2 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
3 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
4 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
5 use of JUUL products by minors continues to rise.

6 1652. Defendants' conduct actually and proximately caused an ascertainable loss of
7 money or property to Plaintiffs and class members. Absent Defendants' unfair and fraudulent
8 conduct, Plaintiffs and class members would have behaved differently and would not have
9 purchased JUUL products or would have paid less for them. Defendants' misrepresentations and
10 omissions induced Plaintiffs and class members to purchase JUUL products they would not
11 otherwise have purchased and enter into purchase contracts they would not otherwise have
12 entered into. In addition, class members who are minors are entitled to full repayment of the
13 amounts they spent on JUUL products. Plaintiffs seek—on behalf of themselves and each
14 member of the class—actual damages, punitive damages, attorney's fees and costs, and
15 equitable relief, as well as any other relief the Court may deem just or proper.

16 **b. Common Law Fraud**

17 1653. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

18 1654. This claim is brought against JLI.

19 1655. JUUL created and implemented a scheme to create a market for e-cigarettes and
20 substantially increase sales of JUUL through a pervasive pattern of false and misleading
21 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
22 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
23 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
24 addictiveness, and significant risks of substantial physical injury from using JUUL products.

25 1656. Advertisements and representations for JUUL products contained deceptive
26 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
27 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
28 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or

1 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
2 decades, JLI used third parties and word of mouth to spread false and misleading information
3 about JUUL products.

4 1657. Advertisements and representations for JUUL products concealed and failed to
5 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
6 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
7 addictive, posed significant risks of substantial physical injury resulting from the use of the
8 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
9 consumed through a pack of combustible cigarettes.

10 1658. The labels on JUUL products failed to disclose that the products posed
11 significant risks of substantial physical injury resulting from the use of the products. The labels
12 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

13 1659. The omissions were misleading and deceptive standing alone and were
14 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
15 cigarettes and other representations.

16 1660. JLI's conduct was fraudulent and deceptive because its misrepresentations and
17 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
18 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
19 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
20 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
21 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
22 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
23 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
24 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
25 Plaintiffs' and class members' decisions to purchase JUUL products.

26 1661. JLI owed Plaintiffs and class members a duty to disclose these facts because they
27 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
28 other than Plaintiffs and class members), who had exclusive and superior knowledge of the

1 facts; because the facts would be material to reasonable consumers; because JUUL products
2 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
3 representations concerning the same subject matter as the omitted facts.

4 1662. As set forth in the allegations concerning each Plaintiff in Appendix A, in
5 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
6 and/or omissions. Reasonable consumers would have been expected to have relied on the
7 misrepresentations and omissions.

8 1663. Defendants knew or should have known that their misrepresentations and/or
9 omissions were false and misleading, and intended for consumers to rely on such
10 misrepresentations and omissions.

11 1664. JLI knew that JUUL products were not safe or reasonable alternatives to
12 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
13 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
14 products.

15 1665. JUUL's conduct actually and proximately caused damage including an
16 ascertainable loss of money or property to Plaintiffs and class members. Absent JUUL's
17 conduct, Plaintiffs and class members would have behaved differently and would not have
18 purchased JUUL products or would have paid less for them. JUUL's misrepresentations and
19 omissions induced Plaintiffs and class members to purchase JUUL products they would not
20 otherwise have purchased and enter into purchase contracts they would not otherwise have
21 entered into. Plaintiffs seek, on behalf of themselves and each member of the class, damages in
22 an amount to be proven at trial and punitive damages, as well as any other relief the Court may
23 deem just or proper.

24 **c. Breach of the Implied Warranty of Merchantability**

25 1666. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

26 1667. This claim is brought against JLI.

27 1668. JUUL has at all times been a merchant with respect to the products which were
28 sold to Plaintiff and the class and was in the business of selling such products.

1 1669. Each JUUL product sold by JUUL comes with an implied warranty that it will
2 merchantable and fit for the ordinary purpose for which it would be used. *See* Ky. Rev. Stat.
3 Ann. § 355.2-314. JUUL has breached its implied warranty of merchantability because its
4 products were not in merchantable condition when sold, were defective when sold, did not
5 conform to the promises and affirmations of fact made on the products' containers or labels,
6 and/or do not possess even the most basic degree of fitness for ordinary use.

7 1670. The ordinary intended purpose of JUUL's products—and the purpose for which
8 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
9 products are not fit for that use—or any other use—because they (i) were not smoking cessation
10 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
11 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
12 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
13 products are not fit for their ordinary, intended use as either cigarette replacement devices or
14 recreation smoking devices.

15 1671. Plaintiffs and each member of the class have had sufficient direct dealings with
16 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
17 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
18 each member of the class, on the other hand.

19 1672. Further, Plaintiffs and each member of the class were third-party beneficiaries of
20 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
21 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
22 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
23 the express purpose an intent of being sold to consumers.

24 1673. Plaintiffs and the members of the class were injured as a direct and proximate
25 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
26 the Kentucky Direct Purchase Subclass were damaged as a result of JUUL's breach of its
27 implied warranty of merchantability because, had they been aware of the unmerchantable
28 condition of JUUL products, they would not have purchased JUUL products, or would have

1 paid less for them. Plaintiffs seek damages in an amount to be proven at trial, as well as any
2 other relief the Court may deem just or proper.

3 1674. JUUL was provided notice of these issues by numerous complaints filed against
4 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
5 individual letters and communications sent by consumers before or within a reasonable amount
6 of time after they discovered or should have discovered that's JUUL product were defective and
7 unmerchantable.

8 **d. Unjust Enrichment**

9 1675. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

10 1676. This claim is brought against JLI and the Management Defendants.

11 1677. Defendants created and implemented a scheme to create a market for e-cigarettes
12 and substantially increase sales of JUUL products through a pervasive pattern of false and
13 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
14 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
15 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
16 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
17 products.

18 1678. Defendants were unjustly enriched as a result of their wrongful conduct,
19 including through the false and misleading advertisements and omissions regarding (i) whether
20 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
21 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
22 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
23 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
24 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
25 enriched through their scheme of marketing their products to minors. Kentucky law (*see* Ky.
26 Rev. Stat. Ann. §§ 438.310, 438.313) prohibits the marketing and sale of JUUL products to
27 minors.

28 1679. Defendants requested and received a measurable benefit at the expense of

1 Plaintiffs and class members in the form of payment for JUUL products.

2 1680. Defendants appreciated, recognized, and chose to accept the monetary benefits
3 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
4 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

5 1681. There is no justification for Defendants' enrichment. It would be inequitable,
6 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
7 benefits were procured as a result of their wrongful conduct.

8 1682. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
9 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
10 with Defendant.

11 1683. Plaintiffs plead this claim separately as well as in the alternative to their other
12 claims, as without such claims they would have no adequate legal remedy.

13 **18. Louisiana**

14 1684. Plaintiffs bring each of the following claims on behalf of the Louisiana Subclass
15 under Louisiana law.

16 **a. Violation of Louisiana Unfair Trade Practices and Consumer**
17 **Protection Law (La. Rev. Stat. Ann. § 51:1401, et seq.)**

18 1685. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

19 1686. This claim is brought against JLI and, for certain unfair and/or unconscionable
20 conduct claims as noted below, all Defendants.

21 1687. Plaintiffs and class members are persons who purchased JUUL products for
22 personal purposes.

23 1688. Defendants created and implemented a scheme to create a market for e-cigarettes
24 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
25 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
26 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
27 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
28 addictiveness, and significant risks of substantial physical injury from using JUUL products.

1 1689. Advertisements and representations for JUUL products contained deceptive
2 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
3 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
4 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
5 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
6 decades, JLI used third parties and word of mouth to spread false and misleading information
7 about JUUL products.

8 1690. Advertisements and representations for JUUL products concealed and failed to
9 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
10 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
11 addictive, posed significant risks of substantial physical injury resulting from the use of the
12 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
13 consumed through a pack of combustible cigarettes.

14 1691. The labels on JUUL products failed to disclose that the products posed
15 significant risks of substantial physical injury resulting from the use of the products. The labels
16 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

17 1692. The omissions were misleading and deceptive standing alone and were
18 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
19 cigarettes and other representations.

20 1693. JLI's conduct was unfair and unconscionable in that it included (i) the
21 manufacture and sale of products with a heightened propensity to cause addiction and physical
22 injuries and (ii) misrepresentations and omissions of material facts concerning the
23 characteristics and safety of JUUL products that offended public policy; were immoral,
24 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
25 substantial harm that greatly outweighs any possible utility from the conduct.

26 1694. JLI's conduct was fraudulent and deceptive because the misrepresentations and
27 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
28 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it

1 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
2 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
3 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
4 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
5 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
6 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
7 Plaintiffs' and class members' decisions to purchase JUUL products.

8 1695. JLI owed Plaintiffs and class members a duty to disclose these facts because they
9 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
10 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
11 facts; because the facts would be material to reasonable consumers; because JLI actively
12 concealed them; because JLI intended for consumers to rely on the omissions in question;
13 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
14 made partial representations concerning the same subject matter as the omitted facts.

15 1696. Defendants knew or should have known that their misrepresentations and/or
16 omissions were false and misleading, and intended for consumers to rely on such
17 misrepresentations and omissions.

18 1697. JLI and the Management Defendants engaged in fraudulent and deceptive
19 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
20 products were appropriate for minors, when in fact the products never should have been
21 marketed to minors and are especially harmful to minors due to the potent and addictive
22 nicotine doses, addictive qualities, and health risks.

23 1698. In addition, all Defendants engaged in unfair and unconscionable conduct
24 because the targeting of minors offends public policy (*see, e.g.*, La. Rev. Stat. Ann. §§ 14:91.8,
25 14:91.6(A)); is immoral, unethical, oppressive, outrageous, unscrupulous, and substantially
26 injurious; and has caused substantial harm that greatly outweighs any possible utility from the
27 conduct.

28 1699. As alleged above, all Defendants participated and/or facilitated the marketing of

1 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
2 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
3 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
4 use of JUUL products by minors continues to rise.

5 1700. Defendants' conduct actually and proximately caused an ascertainable loss of
6 money or movable property to Plaintiffs and class members. Absent Defendants' unfair and
7 fraudulent conduct, Plaintiffs and class members would have behaved differently and would not
8 have purchased JUUL products or would have paid less for them. Defendants'
9 misrepresentations and omissions induced Plaintiffs and class members to purchase JUUL
10 products they would not otherwise have purchased and enter into purchase contracts they would
11 not otherwise have entered into. In addition, class members who are minors are entitled to full
12 repayment of the amounts they spent on JUUL products. Plaintiffs seek—on behalf of
13 themselves and each member of the class—three times damages because Defendants deceptive
14 and fraudulent conduct was done knowingly, and reasonable attorneys' fees and costs, as well
15 as any other relief the Court may deem just or proper.

16 **b. Common Law Fraud**

17 1701. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

18 1702. This claim is brought against JLI.

19 1703. JUUL created and implemented a scheme to create a market for e-cigarettes and
20 substantially increase sales of JUUL through a pervasive pattern of false and misleading
21 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
22 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
23 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
24 addictiveness, and significant risks of substantial physical injury from using JUUL products.

25 1704. Advertisements and representations for JUUL products contained deceptive
26 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
27 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
28 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or

1 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
2 decades, JLI used third parties and word of mouth to spread false and misleading information
3 about JUUL products.

4 1705. Advertisements and representations for JUUL products concealed and failed to
5 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
6 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
7 addictive, posed significant risks of substantial physical injury resulting from the use of the
8 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
9 consumed through a pack of combustible cigarettes.

10 1706. The labels on JUUL products failed to disclose that the products posed
11 significant risks of substantial physical injury resulting from the use of the products. The labels
12 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

13 1707. The omissions were misleading and deceptive standing alone and were
14 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
15 cigarettes and other representations.

16 1708. JLI's conduct was fraudulent and deceptive because its misrepresentations and
17 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
18 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
19 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
20 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
21 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
22 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
23 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
24 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
25 Plaintiffs' and class members' decisions to purchase JUUL products.

26 1709. JLI owed Plaintiffs and class members a duty to disclose these facts because they
27 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
28 other than Plaintiffs and class members), who had exclusive and superior knowledge of the

1 facts; because the facts would be material to reasonable consumers; because JUUL products
2 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
3 representations concerning the same subject matter as the omitted facts.

4 1710. As set forth in the allegations concerning each Plaintiff in Appendix A, in
5 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
6 and/or omissions. Reasonable consumers would have been expected to have relied on the
7 misrepresentations and omissions.

8 1711. Defendants knew or should have known that their misrepresentations and/or
9 omissions were false and misleading, and intended for consumers to rely on such
10 misrepresentations and omissions.

11 1712. JLI knew that JUUL products were not safe or reasonable alternatives to
12 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
13 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
14 products.

15 1713. JUUL's conduct actually and proximately caused damage to Plaintiffs and class
16 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
17 differently and would not have purchased JUUL products or would have paid less for them.
18 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
19 JUUL products they would not otherwise have purchased and enter into purchase contracts they
20 would not otherwise have entered into. Plaintiffs seek, on behalf of themselves and each
21 member of the class, compensatory damages in an amount to be proven at trial and punitive
22 damages, as well as any other relief the Court may deem just or proper.

23 **c. Breach of the Implied Warranty of Merchantability**

24 1714. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

25 1715. This claim is brought against JLI.

26 1716. JUUL has at all times been a merchant with respect to the products which were
27 sold to Plaintiff and the class and was in the business of selling such products.

28 1717. Each JUUL product sold by JUUL comes with an implied warranty that it will

1 merchantable and fit for the ordinary purpose for which it would be used. *See* LSA-C.C. Art.
2 2475. JUUL has breached its implied warranty of merchantability because its products were not
3 in merchantable condition when sold, were defective when sold, did not conform to the
4 promises and affirmations of fact made on the products' containers or labels, and/or do not
5 possess even the most basic degree of fitness for ordinary use.

6 1718. The ordinary intended purpose of JUUL's products—and the purpose for which
7 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
8 products are not fit for that use—or any other use—because they (i) were not smoking cessation
9 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
10 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
11 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
12 products are not fit for their ordinary, intended use as either cigarette replacement devices or
13 recreation smoking devices.

14 1719. Plaintiffs and each member of the class have had sufficient direct dealings with
15 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
16 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
17 each member of the class, on the other hand.

18 1720. Further, Plaintiffs and each member of the class were third-party beneficiaries of
19 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
20 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
21 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
22 the express purpose an intent of being sold to consumers.

23 1721. Plaintiffs and the members of the class were injured as a direct and proximate
24 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
25 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
26 because, had they been aware of the unmerchantable condition of JUUL products, they would
27 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
28 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

1 1722. JUUL was provided notice of these issues by numerous complaints filed against
2 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
3 individual letters and communications sent by consumers before or within a reasonable amount
4 of time after they discovered or should have discovered that's JUUL product were defective and
5 unmerchtable.

6 **d. Unjust Enrichment**

7 1723. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

8 1724. This claim is brought against JLI and the Management Defendants.

9 1725. Defendants created and implemented a scheme to create a market for e-cigarettes
10 and substantially increase sales of JUUL products through a pervasive pattern of false and
11 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
12 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
13 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
14 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
15 products.

16 1726. Defendants were unjustly enriched as a result of their wrongful conduct,
17 including through the false and misleading advertisements and omissions regarding (i) whether
18 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
19 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
20 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
21 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
22 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
23 enriched through their scheme of marketing their products to minors. The Louisiana Prevention
24 of Youth Access to Tobacco Law and other statutes (*see* La. Rev. Stat. Ann. §§ 14:91.8 and
25 14:91.6) prohibit the marketing and sale of JUUL products to minors.

26 1727. Defendants requested and received a measurable benefit at the expense of
27 Plaintiffs and class members in the form of payment for JUUL products.

28 1728. Defendants appreciated, recognized, and chose to accept the monetary benefits

1 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
2 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

3 1729. There is no justification for Defendants' enrichment. It would be inequitable,
4 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
5 benefits were procured as a result of their wrongful conduct.

6 1730. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
7 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
8 with Defendant.

9 1731. Plaintiffs plead this claim separately as well as in the alternative to their other
10 claims, as without such claims they would have no adequate legal remedy.

11 **19. Maine**

12 1732. Plaintiffs bring each of the following claims on behalf of the Maine Subclass
13 under Maine law.

14 **a. Violation of Maine Unfair Trade Practices Act (5 M.R.S.A.**
15 **§ 205-A, et seq.)**

16 1733. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

17 1734. This claim is brought against JLI and, for certain unfair and/or unconscionable
18 conduct claims as noted below, all Defendants.

19 1735. Plaintiffs and class members are persons who purchased JUUL products for
20 personal purposes.

21 1736. Defendants created and implemented a scheme to create a market for e-cigarettes
22 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
23 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
24 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
25 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
26 addictiveness, and significant risks of substantial physical injury from using JUUL products.

27 1737. Advertisements and representations for JUUL products contained deceptive
28 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives

1 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
2 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
3 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
4 decades, JLI used third parties and word of mouth to spread false and misleading information
5 about JUUL products.

6 1738. Advertisements and representations for JUUL products concealed and failed to
7 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
8 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
9 addictive, posed significant risks of substantial physical injury resulting from the use of the
10 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
11 consumed through a pack of combustible cigarettes.

12 1739. The labels on JUUL products failed to disclose that the products posed
13 significant risks of substantial physical injury resulting from the use of the products. The labels
14 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

15 1740. The omissions were misleading and deceptive standing alone and were
16 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
17 cigarettes and other representations.

18 1741. JLI's conduct was unfair and unconscionable in that it included (i) the
19 manufacture and sale of products with a heightened propensity to cause addiction and physical
20 injuries and (ii) misrepresentations and omissions of material facts concerning the
21 characteristics and safety of JUUL products that offended public policy; were immoral,
22 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
23 substantial harm that greatly outweighs any possible utility from the conduct.

24 1742. JLI's conduct was fraudulent and deceptive because the misrepresentations and
25 omissions at issue were likely to, and in fact did, mislead reasonable consumers including the
26 Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to their
27 purchasing decisions that JUUL's products (i) were not smoking cessation devices, (ii) were not
28 reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-delivery

1 mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily
2 injury resulting from the use of the products, and (vi) that the nicotine consumed through one
3 JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes.
4 Knowledge of these facts would have been a substantial factor in Plaintiffs' and class members'
5 decisions to purchase JUUL products.

6 1743. JLI owed Plaintiffs and class members a duty to disclose these facts because they
7 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
8 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
9 facts; because the facts would be material to reasonable consumers; because JLI actively
10 concealed them; because JLI intended for consumers to rely on the omissions in question;
11 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
12 made partial representations concerning the same subject matter as the omitted facts.

13 1744. As set forth in the allegations concerning each Plaintiff in Appendix A, in
14 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
15 Reasonable consumers would have been expected to have relied on the misrepresentations and
16 omissions.

17 1745. JLI and the Management Defendants engaged in fraudulent and deceptive
18 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
19 products were appropriate for minors, when in fact the products never should have been
20 marketed to minors and are especially harmful to minors due to the potent and addictive
21 nicotine doses, addictive qualities, and health risks.

22 1746. In addition, all Defendants engaged in unfair and unconscionable conduct
23 because the targeting of minors offends public policy (*see, e.g.*, 22 M.R.S.A. § 1555-B (2)); is
24 immoral, unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and has
25 caused substantial harm that greatly outweighs any possible utility from the conduct.

26 1747. As alleged above, all Defendants participated and/or facilitated the marketing of
27 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
28 and others have continued the deceptive, misleading, unfair, and unconscionable practices that

1 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
2 use of JUUL products by minors continues to rise.

3 1748. Defendants' conduct actually and proximately caused the loss of money or
4 property to Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct,
5 Plaintiffs and class members would have behaved differently and would not have purchased
6 JUUL products or would have paid less for them. Defendants' misrepresentations and omissions
7 induced Plaintiffs and class members to purchase JUUL products they would not otherwise have
8 purchased and enter into purchase contracts they would not otherwise have entered into. In
9 addition, class members who are minors are entitled to full repayment of the amounts they spent
10 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
11 actual damages, restitution, attorney's fees and costs, and injunctive relief, as well as any other
12 relief the Court may deem just or proper.

13 1749. Plaintiffs have complied or substantially complied with all applicable notice
14 requirements.

15 **b. Violation of Maine Uniform Deceptive Trade Practices Act**
16 **(10 M.R.S.A. § 1211, *et seq.*)**

17 1750. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

18 1751. This claim is brought against JLI and, for certain claims as noted below, the
19 Management Defendants.

20 1752. Plaintiffs and class members are persons who purchased JUUL products for
21 personal purposes.

22 1753. Defendants created and implemented a scheme to create a market for e-cigarettes
23 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
24 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
25 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
26 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
27 addictiveness, and significant risks of substantial physical injury from using JUUL products.

28 1754. Advertisements and representations for JUUL products contained deceptive

1 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
2 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
3 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
4 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
5 decades, JLI used third parties and word of mouth to spread false and misleading information
6 about JUUL products.

7 1755. Advertisements and representations for JUUL products concealed and failed to
8 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
9 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
10 addictive, posed significant risks of substantial physical injury resulting from the use of the
11 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
12 consumed through a pack of combustible cigarettes.

13 1756. The labels on JUUL products failed to disclose that the products posed
14 significant risks of substantial physical injury resulting from the use of the products. The labels
15 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

16 1757. The omissions were misleading and deceptive standing alone and were
17 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
18 cigarettes and other representations.

19 1758. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
20 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
21 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
22 products are of a particular standard, quality, or grade, or that goods are of a particular style or
23 model, when they are not; (c) advertising goods or services with intent not to sell them as
24 advertised; and (d) engaging in conduct which creates a likelihood of confusion or of
25 misunderstanding.

26 1759. JLI's conduct was fraudulent and deceptive because the misrepresentations and
27 omissions at issue were likely to, and in fact did, deceive reasonable consumers including the
28 Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to their

1 purchasing decisions that JUUL's products (i) were not smoking cessation devices, (ii) were not
2 reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-delivery
3 mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily
4 injury resulting from the use of the products, and (vi) that the nicotine consumed through one
5 JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes.
6 Knowledge of these facts would have been a substantial factor in Plaintiffs' and class members'
7 decisions to purchase JUUL products.

8 1760. JLI owed Plaintiffs and class members a duty to disclose these facts because they
9 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
10 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
11 facts; because the facts would be material to reasonable consumers; because JLI actively
12 concealed them; because JLI intended for consumers to rely on the omissions in question;
13 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
14 made partial representations concerning the same subject matter as the omitted facts.

15 1761. JLI and the Management Defendants engaged in fraudulent and deceptive
16 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
17 products were appropriate for minors, when in fact the products never should have been
18 marketed to minors and are especially harmful to minors due to the potent and addictive
19 nicotine doses, addictive qualities, and health risks.

20 1762. Defendants' conduct actually and proximately caused damage to Plaintiffs and
21 class members and is likely to cause damage in the future. Absent Defendants' deceptive and
22 fraudulent conduct, Plaintiffs and class members would have behaved differently and would not
23 have purchased JUUL products or would have paid less for them. Defendants'
24 misrepresentations and omissions induced Plaintiffs and class members to purchase JUUL
25 products they would not otherwise have purchased and enter into purchase contracts they would
26 not otherwise have entered into. In addition, class members who are minors are entitled to full
27 repayment of the amounts they spent on JUUL products. Plaintiffs seek—on behalf of
28 themselves and each member of the class—injunctive relief, attorney's fees, and equitable

1 relief, as well as any other relief the Court may deem just or proper.

2 **c. Common Law Fraud**

3 1763. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

4 1764. This claim is brought against JLI.

5 1765. JUUL created and implemented a scheme to create a market for e-cigarettes and
6 substantially increase sales of JUUL through a pervasive pattern of false and misleading
7 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
8 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
9 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
10 addictiveness, and significant risks of substantial physical injury from using JUUL products.

11 1766. Advertisements and representations for JUUL products contained deceptive
12 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
13 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
14 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
15 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
16 decades, JLI used third parties and word of mouth to spread false and misleading information
17 about JUUL products.

18 1767. Advertisements and representations for JUUL products concealed and failed to
19 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
20 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
21 addictive, posed significant risks of substantial physical injury resulting from the use of the
22 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
23 consumed through a pack of combustible cigarettes.

24 1768. The labels on JUUL products failed to disclose that the products posed
25 significant risks of substantial physical injury resulting from the use of the products. The labels
26 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

27 1769. The omissions were misleading and deceptive standing alone and were
28 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to

1 cigarettes and other representations.

2 1770. JLI's conduct was fraudulent and deceptive because its misrepresentations and
3 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
4 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
5 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
6 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
7 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
8 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
9 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
10 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
11 Plaintiffs' and class members' decisions to purchase JUUL products.

12 1771. JLI owed Plaintiffs and class members a duty to disclose these facts because they
13 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
14 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
15 facts; because the facts would be material to reasonable consumers; because JUUL products
16 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
17 representations concerning the same subject matter as the omitted facts.

18 1772. As set forth in the allegations concerning each Plaintiff in Appendix A, in
19 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
20 and/or omissions. Reasonable consumers would have been expected to have relied on the
21 misrepresentations and omissions.

22 1773. Defendants knew or should have known that their misrepresentations and/or
23 omissions were false and misleading, and intended for consumers to rely on such
24 misrepresentations and omissions.

25 1774. JLI knew that JUUL products were not safe or reasonable alternatives to
26 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
27 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
28 products.

1 1775. JUUL’s conduct actually and proximately caused damage to Plaintiffs and class
2 members. Absent JUUL’s conduct, Plaintiffs and class members would have behaved
3 differently and would not have purchased JUUL products or would have paid less for them.
4 JUUL’s misrepresentations and omissions induced Plaintiffs and class members to purchase
5 JUUL products they would not otherwise have purchased and enter into purchase contracts they
6 would not otherwise have entered into. Plaintiffs seek, on behalf of themselves and each
7 member of the class, damages in an amount to be proven at trial and punitive damages, as well
8 as any other relief the Court may deem just or proper.

9 **d. Breach of the Implied Warranty of Merchantability**

10 1776. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

11 1777. This claim is brought against JLI.

12 1778. JUUL has at all times been a merchant with respect to the products which were
13 sold to Plaintiff and the class and was in the business of selling such products.

14 1779. Each JUUL product sold by JUUL comes with an implied warranty that it will
15 merchantable and fit for the ordinary purpose for which it would be used. *See* 11 M.R.S.A. § 2-
16 314. JUUL has breached its implied warranty of merchantability because its products were not
17 in merchantable condition when sold, were defective when sold, did not conform to the
18 promises and affirmations of fact made on the products’ containers or labels, and/or do not
19 possess even the most basic degree of fitness for ordinary use.

20 1780. The ordinary intended purpose of JUUL’s products—and the purpose for which
21 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL’s
22 products are not fit for that use—or any other use—because they (i) were not smoking cessation
23 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
24 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
25 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL’s
26 products are not fit for their ordinary, intended use as either cigarette replacement devices or
27 recreation smoking devices.

28 1781. Plaintiffs and each member of the class have had sufficient direct dealings with

1 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
2 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
3 each member of the class, on the other hand.

4 1782. Further, Plaintiffs and each member of the class were third-party beneficiaries of
5 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
6 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
7 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
8 the express purpose an intent of being sold to consumers.

9 1783. Plaintiffs and the members of the class were injured as a direct and proximate
10 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
11 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
12 because, had they been aware of the unmerchantable condition of JUUL products, they would
13 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
14 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

15 1784. JUUL was provided notice of these issues by numerous complaints filed against
16 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
17 individual letters and communications sent by consumers before or within a reasonable amount
18 of time after they discovered or should have discovered that's JUUL product were defective and
19 unmerchantable.

20 **e. Unjust Enrichment**

21 1785. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

22 1786. This claim is brought against JLI and the Management Defendants.

23 1787. Defendants created and implemented a scheme to create a market for e-cigarettes
24 and substantially increase sales of JUUL products through a pervasive pattern of false and
25 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
26 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
27 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
28 doses, addictiveness, and significant risks of substantial physical injury from using JUUL

1 products.

2 1788. Defendants were unjustly enriched as a result of their wrongful conduct,
3 including through the false and misleading advertisements and omissions regarding (i) whether
4 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
5 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
6 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
7 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
8 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
9 enriched through their scheme of marketing their products to minors. Maine law (*see* 22
10 M.R.S.A. § 1555-B) prohibits the marketing and sale of JUUL products to minors.

11 1789. Defendants requested and received a measurable benefit at the expense of
12 Plaintiffs and class members in the form of payment for JUUL products.

13 1790. Defendants appreciated, recognized, and chose to accept the monetary benefits
14 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
15 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

16 1791. There is no justification for Defendants' enrichment. It would be inequitable,
17 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
18 benefits were procured as a result of their wrongful conduct.

19 1792. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
20 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
21 with Defendant.

22 1793. Plaintiffs plead this claim separately as well as in the alternative to their other
23 claims, as without such claims they would have no adequate legal remedy.

24 **20. Maryland**

25 1794. Plaintiffs bring each of the following claims on behalf of the Maryland Subclass
26 under Maryland law.

1 **a. Violation of Maryland Consumer Protection Act (Md. Code**
2 **Ann. Com. Law § 13-101, et seq.)**

3 1795. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

4 1796. This claim is brought against JLI and, for certain unfair and/or unconscionable
5 conduct claims as noted below, all Defendants.

6 1797. Plaintiffs and class members are individuals who purchased JUUL products for
7 personal purposes.

8 1798. Defendants created and implemented a scheme to create a market for e-cigarettes
9 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
10 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
11 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
12 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
13 addictiveness, and significant risks of substantial physical injury from using JUUL products.

14 1799. Advertisements and representations for JUUL products contained deceptive
15 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
16 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
17 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
18 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
19 decades, JLI used third parties and word of mouth to spread false and misleading information
20 about JUUL products.

21 1800. Advertisements and representations for JUUL products concealed and failed to
22 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
23 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
24 addictive, posed significant risks of substantial physical injury resulting from the use of the
25 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
26 consumed through a pack of combustible cigarettes.

27 1801. The labels on JUUL products failed to disclose that the products posed
28 significant risks of substantial physical injury resulting from the use of the products. The labels

1 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

2 1802. The omissions were misleading and deceptive standing alone and were
3 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
4 cigarettes and other representations.

5 1803. JLI's conduct was unfair and unconscionable in that it included (i) the
6 manufacture and sale of products with a heightened propensity to cause addiction and physical
7 injuries and (ii) misrepresentations and omissions of material facts concerning the
8 characteristics and safety of JUUL products that offended public policy; were immoral,
9 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
10 substantial harm that greatly outweighs any possible utility from the conduct.

11 1804. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
12 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
13 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
14 products are of a particular standard, quality, or grade, or that goods are of a particular style or
15 model, when they are not; (c) advertising goods or services with intent not to sell them as
16 advertised; (d) stating a material fact that deceives or tends to deceive; and (e) engaging in
17 deception, fraud, false pretense, false premise, misrepresentation, or knowing concealment,
18 suppression, or omission of any material fact with the intent that a consumer rely on the same.

19 1805. JLI's conduct was fraudulent and deceptive because the misrepresentations and
20 omissions had the capacity, tendency and effect of deceiving or misleading reasonable
21 consumers; and in fact did, deceive and mislead reasonable consumers including the Plaintiffs.
22 Reasonable consumers, including the Plaintiffs, would have found it material to their purchasing
23 decisions that JUUL's products (i) were not smoking cessation devices, (ii) were not reasonable
24 alternatives to combustible cigarettes, (iii) were extremely potent nicotine-delivery mechanisms,
25 (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily injury
26 resulting from the use of the products, and (vi) that the nicotine consumed through one JUUL
27 pod exceeded the nicotine consumed through a pack of combustible cigarettes. Knowledge of
28 these facts would have been a substantial factor in Plaintiffs' and class members' decisions to

1 purchase JUUL products.

2 1806. JLI owed Plaintiffs and class members a duty to disclose these facts because they
3 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
4 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
5 facts; because the facts would be material to reasonable consumers; because JLI actively
6 concealed them; because JLI intended for consumers to rely on the omissions in question;
7 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
8 made partial representations concerning the same subject matter as the omitted facts.

9 1807. As set forth in the allegations concerning each Plaintiff in Appendix A, in
10 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
11 Reasonable consumers would have been expected to have relied on the misrepresentations and
12 omissions.

13 1808. Defendants knew or should have known that their misrepresentations and/or
14 omissions were false and misleading, and intended for consumers to rely on such
15 misrepresentations and omissions.

16 1809. JLI and the Management Defendants engaged in fraudulent and deceptive
17 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
18 products were appropriate for minors, when in fact the products never should have been
19 marketed to minors and are especially harmful to minors due to the potent and addictive
20 nicotine doses, addictive qualities, and health risks.

21 1810. In addition, all Defendants engaged in unfair and unconscionable conduct
22 because the targeting of minors offends public policy (*see, e.g.*, Md. Code Ann. Health Gen.
23 § 24- 305(b); Md. Code Ann. Crim. Law §§ 10-107(b)(2), (c)(1)); is immoral, unethical,
24 oppressive, outrageous, unscrupulous, and substantially injurious; and has caused substantial
25 harm that greatly outweighs any possible utility from the conduct.

26 1811. As alleged above, all Defendants participated and/or facilitated the marketing of
27 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
28 and others have continued the deceptive, misleading, unfair, and unconscionable practices that

1 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
2 use of JUUL products by minors continues to rise.

3 1812. Defendants' conduct actually and proximately caused injury and loss to Plaintiffs
4 and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and class
5 members would have behaved differently and would not have purchased JUUL products or
6 would have paid less for them. Defendants' misrepresentations and omissions induced Plaintiffs
7 and class members to purchase JUUL products they would not otherwise have purchased and
8 enter into purchase contracts they would not otherwise have entered into. In addition, class
9 members who are minors are entitled to full repayment of the amounts they spent on JUUL
10 products. Plaintiffs seek—on behalf of themselves and each member of the class—damages
11 and attorney's fees, as well as any other relief the Court may deem just or proper.

12 **b. Common Law Fraud**

13 1813. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

14 1814. This claim is brought against JLI.

15 1815. JUUL created and implemented a scheme to create a market for e-cigarettes and
16 substantially increase sales of JUUL through a pervasive pattern of false and misleading
17 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
18 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
19 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
20 addictiveness, and significant risks of substantial physical injury from using JUUL products.

21 1816. Advertisements and representations for JUUL products contained deceptive
22 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
23 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
24 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
25 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
26 decades, JLI used third parties and word of mouth to spread false and misleading information
27 about JUUL products.

28 1817. Advertisements and representations for JUUL products concealed and failed to

1 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
2 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
3 addictive, posed significant risks of substantial physical injury resulting from the use of the
4 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
5 consumed through a pack of combustible cigarettes.

6 1818. The labels on JUUL products failed to disclose that the products posed
7 significant risks of substantial physical injury resulting from the use of the products. The labels
8 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

9 1819. The omissions were misleading and deceptive standing alone and were
10 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
11 cigarettes and other representations.

12 1820. JLI's conduct was fraudulent and deceptive because its misrepresentations and
13 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
14 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
15 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
16 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
17 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
18 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
19 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
20 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
21 Plaintiffs' and class members' decisions to purchase JUUL products.

22 1821. JLI owed Plaintiffs and class members a duty to disclose these facts because they
23 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
24 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
25 facts; because the facts would be material to reasonable consumers; because JUUL products
26 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
27 representations concerning the same subject matter as the omitted facts.

28 1822. As set forth in the allegations concerning each Plaintiff in Appendix A, in

1 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
2 and/or omissions. Reasonable consumers would have been expected to have relied on the
3 misrepresentations and omissions.

4 1823. Defendants knew or should have known that their misrepresentations and/or
5 omissions were false and misleading, and intended for consumers to rely on such
6 misrepresentations and omissions.

7 1824. JLI knew that JUUL products were not safe or reasonable alternatives to
8 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
9 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
10 products.

11 1825. JUUL's conduct actually and proximately caused damage to Plaintiffs and class
12 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
13 differently and would not have purchased JUUL products or would have paid less for them.
14 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
15 JUUL products they would not otherwise have purchased and enter into purchase contracts they
16 would not otherwise have entered into. Plaintiffs seek, on behalf of themselves and each
17 member of the class, damages in an amount to be proven at trial and punitive damages, as well
18 as any other relief the Court may deem just or proper.

19 **c. Breach of the Implied Warranty of Merchantability**

20 1826. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

21 1827. This claim is brought against JLI.

22 1828. JUUL has at all times been a merchant with respect to the products which were
23 sold to Plaintiff and the class and was in the business of selling such products.

24 1829. Each JUUL product sold by JUUL comes with an implied warranty that it will
25 merchantable and fit for the ordinary purpose for which it would be used. *See* Md. Code Ann.
26 Com. Law § 2-314. JUUL has breached its implied warranty of merchantability because its
27 products were not in merchantable condition when sold, were defective when sold, did not
28 conform to the promises and affirmations of fact made on the products' containers or labels,

1 and/or do not possess even the most basic degree of fitness for ordinary use.

2 1830. The ordinary intended purpose of JUUL's products—and the purpose for which
3 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
4 products are not fit for that use—or any other use—because they (i) were not smoking cessation
5 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
6 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
7 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
8 products are not fit for their ordinary, intended use as either cigarette replacement devices or
9 recreation smoking devices.

10 1831. Plaintiffs and each member of the class have had sufficient direct dealings with
11 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
12 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
13 each member of the class, on the other hand.

14 1832. Further, Plaintiffs and each member of the class were third-party beneficiaries of
15 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
16 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
17 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
18 the express purpose an intent of being sold to consumers.

19 1833. Plaintiffs and the members of the class were injured as a direct and proximate
20 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
21 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
22 because, had they been aware of the unmerchantable condition of JUUL products, they would
23 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
24 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

25 1834. JUUL was provided notice of these issues by numerous complaints filed against
26 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
27 individual letters and communications sent by consumers before or within a reasonable amount
28 of time after they discovered or should have discovered that's JUUL product were defective and

1 unmerchtable.

2 **d. Unjust Enrichment**

3 1835. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

4 1836. This claim is brought against JLI and the Management Defendants.

5 1837. Defendants created and implemented a scheme to create a market for e-cigarettes
6 and substantially increase sales of JUUL products through a pervasive pattern of false and
7 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
8 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
9 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
10 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
11 products.

12 1838. Defendants were unjustly enriched as a result of their wrongful conduct,
13 including through the false and misleading advertisements and omissions regarding (i) whether
14 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
15 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
16 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
17 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
18 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
19 enriched through their scheme of marketing their products to minors. Maryland law (*see* Md.
20 Code Ann. Health Gen. § 24- 305(b); Md. Code Ann. Crim. Law §§ 10-107(b)(2), (c)(1))
21 prohibits the marketing and sale of JUUL products to minors.

22 1839. Defendants requested and received a measurable benefit at the expense of
23 Plaintiffs and class members in the form of payment for JUUL products.

24 1840. Defendants appreciated, recognized, and chose to accept the monetary benefits
25 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
26 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

27 1841. There is no justification for Defendants' enrichment. It would be inequitable,
28 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the

1 benefits were procured as a result of their wrongful conduct.

2 1842. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
3 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
4 with Defendant.

5 1843. Plaintiffs plead this claim separately as well as in the alternative to their other
6 claims, as without such claims they would have no adequate legal remedy.

7 **21. Massachusetts**

8 1844. Plaintiffs bring each of the following claims on behalf of the Massachusetts
9 Subclass under Massachusetts law.

10 **a. Violation of Massachusetts Regulation of Business Practice**
11 **and Consumer Protection Act (M.G.L.A. 93A, § 1, et seq.)**

12 1845. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

13 1846. This claim is brought against JLI and, for certain unfair and/or unconscionable
14 conduct claims as noted below, all Defendants.

15 1847. Plaintiffs and class members are persons who purchased JUUL products for
16 personal purposes.

17 1848. Defendants created and implemented a scheme to create a market for e-cigarettes
18 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
19 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
20 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
21 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
22 addictiveness, and significant risks of substantial physical injury from using JUUL products.

23 1849. Advertisements and representations for JUUL products contained deceptive
24 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
25 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
26 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
27 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
28 decades, JLI used third parties and word of mouth to spread false and misleading information

1 about JUUL products.

2 1850. Advertisements and representations for JUUL products concealed and failed to
3 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
4 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
5 addictive, posed significant risks of substantial physical injury resulting from the use of the
6 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
7 consumed through a pack of combustible cigarettes.

8 1851. The labels on JUUL products failed to disclose that the products posed
9 significant risks of substantial physical injury resulting from the use of the products. The labels
10 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

11 1852. The omissions were misleading and deceptive standing alone and were
12 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
13 cigarettes and other representations.

14 1853. JLI's conduct was unfair and unconscionable in that it included (i) the
15 manufacture and sale of products with a heightened propensity to cause addiction and physical
16 injuries and (ii) misrepresentations and omissions of material facts concerning the
17 characteristics and safety of JUUL products that offended public policy; were immoral,
18 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
19 substantial harm that greatly outweighs any possible utility from the conduct.

20 1854. JLI's conduct was fraudulent and deceptive because the misrepresentations and
21 omissions had the capacity to, tendency to, and in fact did, deceive reasonable consumers
22 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
23 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
24 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
25 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
26 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
27 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
28 combustible cigarettes. Knowledge of these facts would have been a substantial factor in

1 Plaintiffs' and class members' decisions to purchase JUUL products.

2 1855. JLI owed Plaintiffs and class members a duty to disclose these facts because they
3 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
4 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
5 facts; because the facts would be material to reasonable consumers; because JLI actively
6 concealed them; because JLI intended for consumers to rely on the omissions in question;
7 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
8 made partial representations concerning the same subject matter as the omitted facts.

9 1856. Defendants knew or should have known that their misrepresentations and/or
10 omissions were false and misleading, and intended for consumers to rely on such
11 misrepresentations and omissions.

12 1857. JLI and the Management Defendants engaged in fraudulent and deceptive
13 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
14 products were appropriate for minors, when in fact the products never should have been
15 marketed to minors and are especially harmful to minors due to the potent and addictive
16 nicotine doses, addictive qualities, and health risks.

17 1858. In addition, all Defendants engaged in unfair and unconscionable conduct
18 because the targeting of minors offends public policy (*see, e.g.*, M.G.L.A. 270 § 6(b)); is
19 immoral, unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and has
20 caused substantial harm that greatly outweighs any possible utility from the conduct.

21 1859. As alleged above, all Defendants participated and/or facilitated the marketing of
22 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
23 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
24 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
25 use of JUUL products by minors continues to rise.

26 1860. Defendants' conduct actually and proximately caused injury to Plaintiffs and
27 class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and class members
28 would have behaved differently and would not have purchased JUUL products or would have

1 paid less for them. Defendants’ misrepresentations and omissions induced Plaintiffs and class
2 members to purchase JUUL products they would not otherwise have purchased and enter into
3 purchase contracts they would not otherwise have entered into. In addition, class members who
4 are minors are entitled to full repayment of the amounts they spent on JUUL products.
5 Plaintiffs seek—on behalf of themselves and each member of the class—actual damages;
6 injunctive relief; attorney’s fees and costs; and because Defendants’ conduct was a willful and
7 knowing violation, punitive damages; as well as any other relief the Court may deem just or
8 proper.

9 1861. Plaintiffs have complied or substantially complied with all applicable notice
10 requirements, or are otherwise excused from compliance because Defendants do not maintain a
11 place of business in and/ or do not keep assets within the state of Massachusetts.

12 **b. Common Law Fraud**

13 1862. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

14 1863. This claim is brought against JLI.

15 1864. JUUL created and implemented a scheme to create a market for e-cigarettes and
16 substantially increase sales of JUUL through a pervasive pattern of false and misleading
17 statements and omissions. JUUL’s plan was to portray JUUL products as cool and safe
18 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
19 misrepresenting or omitting key facts concerning JUUL products’ nicotine content and doses,
20 addictiveness, and significant risks of substantial physical injury from using JUUL products.

21 1865. Advertisements and representations for JUUL products contained deceptive
22 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
23 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
24 cigarettes. The advertisements and JLI’s public statements portrayed JUUL products as safe or
25 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
26 decades, JLI used third parties and word of mouth to spread false and misleading information
27 about JUUL products.

28 1866. Advertisements and representations for JUUL products concealed and failed to

1 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
2 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
3 addictive, posed significant risks of substantial physical injury resulting from the use of the
4 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
5 consumed through a pack of combustible cigarettes.

6 1867. The labels on JUUL products failed to disclose that the products posed
7 significant risks of substantial physical injury resulting from the use of the products. The labels
8 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

9 1868. The omissions were misleading and deceptive standing alone and were
10 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
11 cigarettes and other representations.

12 1869. JLI's conduct was fraudulent and deceptive because its misrepresentations and
13 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
14 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
15 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
16 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
17 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
18 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
19 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
20 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
21 Plaintiffs' and class members' decisions to purchase JUUL products.

22 1870. JLI owed Plaintiffs and class members a duty to disclose these facts because they
23 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
24 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
25 facts; because the facts would be material to reasonable consumers; because JUUL products
26 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
27 representations concerning the same subject matter as the omitted facts.

28 1871. As set forth in the allegations concerning each Plaintiff in Appendix A, in

1 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
2 and/or omissions. Reasonable consumers would have been expected to have relied on the
3 misrepresentations and omissions.

4 1872. Defendants knew or should have known that their misrepresentations and/or
5 omissions were false and misleading, and intended for consumers to rely on such
6 misrepresentations and omissions.

7 1873. JLI knew that JUUL products were not safe or reasonable alternatives to
8 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
9 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
10 products.

11 1874. JUUL's conduct actually and proximately caused damage to Plaintiffs and class
12 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
13 differently and would not have purchased JUUL products or would have paid less for them.
14 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
15 JUUL products they would not otherwise have purchased and enter into purchase contracts they
16 would not otherwise have entered into. Plaintiffs seek, on behalf of themselves and each
17 member of the class, damages in an amount to be proven at trial and punitive damages, as well
18 as any other relief the Court may deem just or proper.

19 **c. Breach of the Implied Warranty of Merchantability**

20 1875. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

21 1876. This claim is brought against JLI.

22 1877. JUUL has at all times been a merchant with respect to the products which were
23 sold to Plaintiff and the class and was in the business of selling such products.

24 1878. Each JUUL product sold by JUUL comes with an implied warranty that it will
25 merchantable and fit for the ordinary purpose for which it would be used. *See* M.G.L.A. 106
26 § 2-314. JUUL has breached its implied warranty of merchantability because its products were
27 not in merchantable condition when sold, were defective when sold, did not conform to the
28 promises and affirmations of fact made on the products' containers or labels, and/or do not

1 possess even the most basic degree of fitness for ordinary use.

2 1879. The ordinary intended purpose of JUUL’s products—and the purpose for which
3 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL’s
4 products are not fit for that use—or any other use—because they (i) were not smoking cessation
5 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
6 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
7 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL’s
8 products are not fit for their ordinary, intended use as either cigarette replacement devices or
9 recreation smoking devices.

10 1880. Plaintiffs and each member of the class have had sufficient direct dealings with
11 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
12 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
13 each member of the class, on the other hand.

14 1881. Further, Plaintiffs and each member of the class were third-party beneficiaries of
15 JUUL’s agreements with its distributors, dealers, and sellers for the distribution, dealing, and
16 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
17 intended beneficiaries of JUUL’s implied warranties. JUUL’s products are manufactured with
18 the express purpose an intent of being sold to consumers.

19 1882. Plaintiffs and the members of the class were injured as a direct and proximate
20 result of JUUL’s breach of its implied warranties of merchantability. Plaintiffs and members of
21 the class were damaged as a result of JUUL’s breach of its implied warranty of merchantability
22 because, had they been aware of the unmerchantable condition of JUUL products, they would
23 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
24 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

25 1883. JUUL was provided notice of these issues by numerous complaints filed against
26 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
27 individual letters and communications sent by consumers before or within a reasonable amount
28 of time after they discovered or should have discovered that’s JUUL product were defective and

1 unmerchtable.

2 **d. Unjust Enrichment**

3 1884. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

4 1885. This claim is brought against JLI and the Management Defendants.

5 1886. Defendants created and implemented a scheme to create a market for e-cigarettes
6 and substantially increase sales of JUUL products through a pervasive pattern of false and
7 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
8 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
9 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
10 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
11 products.

12 1887. Defendants were unjustly enriched as a result of their wrongful conduct,
13 including through the false and misleading advertisements and omissions regarding (i) whether
14 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
15 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
16 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
17 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
18 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
19 enriched through their scheme of marketing their products to minors. Massachusetts law (*see*
20 M.G.L.A. 270 § 6(b)) prohibits the marketing and sale of JUUL products to minors.

21 1888. Defendants requested and received a measurable benefit at the expense of
22 Plaintiffs and class members in the form of payment for JUUL products.

23 1889. Defendants appreciated, recognized, and chose to accept the monetary benefits
24 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
25 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

26 1890. There is no justification for Defendants' enrichment. It would be inequitable,
27 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
28 benefits were procured as a result of their wrongful conduct.

1 1891. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
2 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
3 with Defendant.

4 1892. Plaintiffs plead this claim separately as well as in the alternative to their other
5 claims, as without such claims they would have no adequate legal remedy.

6 **22. Michigan**

7 1893. Plaintiffs bring each of the following claims on behalf of the Michigan Subclass
8 under Michigan law.

9 **a. Violation of Michigan Consumer Protection Act (M.C.L.A.
10 § 445.901, et seq.)**

11 1894. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

12 1895. This claim is brought against JLI.

13 1896. Plaintiffs and class members are individuals who purchased JUUL products for
14 personal purposes.

15 1897. Defendants created and implemented a scheme to create a market for e-cigarettes
16 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
17 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
18 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
19 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
20 addictiveness, and significant risks of substantial physical injury from using JUUL products.

21 1898. Advertisements and representations for JUUL products contained deceptive
22 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
23 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
24 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
25 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
26 decades, JLI used third parties and word of mouth to spread false and misleading information
27 about JUUL products.

28 1899. Advertisements and representations for JUUL products concealed and failed to

1 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
2 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
3 addictive, posed significant risks of substantial physical injury resulting from the use of the
4 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
5 consumed through a pack of combustible cigarettes.

6 1900. The labels on JUUL products failed to disclose that the products posed
7 significant risks of substantial physical injury resulting from the use of the products. The labels
8 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

9 1901. The omissions were misleading and deceptive standing alone and were
10 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
11 cigarettes and other representations.

12 1902. JUUL's prohibited fraudulent, deceptive, and unfair business practices conduct
13 includes, but is not limited to the following: (a) representing that the goods or services have
14 characteristics, ingredients, uses, benefits, or quantities that they do not have ; (b)
15 misrepresenting that JUUL products are of a particular standard, quality, or grade, or that goods
16 are of a particular style or model, when they are not; (c) advertising goods or services with
17 intent not to sell them as advertised; (d) failing to reveal a material fact, the omission of which
18 tends to mislead or deceive the consumer, and which fact could not reasonably be known by the
19 consumer; (e) making a representation of fact or statement of fact material to the transaction
20 such that a person reasonably believes the represented or suggested state of affairs to be other
21 than it actually is; and (f) failing to reveal facts that are material to the transaction in light of
22 representations of fact made in a positive manner.

23 1903. JLI's conduct was fraudulent and deceptive because the misrepresentations and
24 omissions at issue were likely to, and in fact did, deceive reasonable consumers including the
25 Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to their
26 purchasing decisions that JUUL's products (i) were not smoking cessation devices, (ii) were not
27 reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-delivery
28 mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily

1 injury resulting from the use of the products, and (vi) that the nicotine consumed through one
2 JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes.
3 Knowledge of these facts would have been a substantial factor in Plaintiffs' and class members'
4 decisions to purchase JUUL products.

5 1904. JLI owed Plaintiffs and class members a duty to disclose these facts because they
6 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
7 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
8 facts; because the facts would be material to reasonable consumers; because JLI actively
9 concealed them; because JLI intended for consumers to rely on the omissions in question;
10 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
11 made partial representations concerning the same subject matter as the omitted facts.

12 1905. As set forth in the allegations concerning each Plaintiff in Appendix A, in
13 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
14 Reasonable consumers would have been expected to have relied on the misrepresentations and
15 omissions.

16 1906. Defendants knew or should have known that their misrepresentations and/or
17 omissions were false and misleading, and intended for consumers to rely on such
18 misrepresentations and omissions.

19 1907. Defendants' conduct actually and proximately caused Plaintiffs and class
20 members to be injured and to sustain losses. Absent Defendants' unfair and fraudulent conduct,
21 Plaintiffs and class members would have behaved differently and would not have purchased
22 JUUL products or would have paid less for them. Defendants' misrepresentations and omissions
23 induced Plaintiffs and class members to purchase JUUL products they would not otherwise have
24 purchased and enter into purchase contracts they would not otherwise have entered into. In
25 addition, class members who are minors are entitled to full repayment of the amounts they spent
26 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
27 actual damages and equitable relief, as well as any other relief the Court may deem just or
28 proper.

b. Common Law Fraud

1908. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

1909. This claim is brought against JLI.

1910. JUUL created and implemented a scheme to create a market for e-cigarettes and substantially increase sales of JUUL through a pervasive pattern of false and misleading statements and omissions. JUUL's plan was to portray JUUL products as cool and safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses, addictiveness, and significant risks of substantial physical injury from using JUUL products.

1911. Advertisements and representations for JUUL products contained deceptive statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or not harmful. Like the tobacco companies that marketed combustible cigarettes in previous decades, JLI used third parties and word of mouth to spread false and misleading information about JUUL products.

1912. Advertisements and representations for JUUL products concealed and failed to disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully addictive, posed significant risks of substantial physical injury resulting from the use of the products, and that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes.

1913. The labels on JUUL products failed to disclose that the products posed significant risks of substantial physical injury resulting from the use of the products. The labels also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

1914. The omissions were misleading and deceptive standing alone and were particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to cigarettes and other representations.

1 1915. JLI's conduct was fraudulent and deceptive because its misrepresentations and
2 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
3 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
4 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
5 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
6 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
7 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
8 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
9 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
10 Plaintiffs' and class members' decisions to purchase JUUL products.

11 1916. JLI owed Plaintiffs and class members a duty to disclose these facts because they
12 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
13 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
14 facts; because the facts would be material to reasonable consumers; because JUUL products
15 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
16 representations concerning the same subject matter as the omitted facts.

17 1917. As set forth in the allegations concerning each Plaintiff in Appendix A, in
18 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
19 and/or omissions. Reasonable consumers would have been expected to have relied on the
20 misrepresentations and omissions.

21 1918. Defendants knew or should have known that their misrepresentations and/or
22 omissions were false and misleading, and intended for consumers to rely on such
23 misrepresentations and omissions.

24 1919. JLI knew that JUUL products were not safe or reasonable alternatives to
25 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
26 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
27 products.

28 1920. JUUL's conduct actually and proximately caused damage to Plaintiffs and class

1 members. Absent JUUL’s conduct, Plaintiffs and class members would have behaved
2 differently and would not have purchased JUUL products or would have paid less for them.
3 JUUL’s misrepresentations and omissions induced Plaintiffs and class members to purchase
4 JUUL products they would not otherwise have purchased and enter into purchase contracts they
5 would not otherwise have entered into. Plaintiffs seek, on behalf of themselves and each
6 member of the class, damages in an amount to be proven at trial and punitive damages, as well
7 as any other relief the Court may deem just or proper.

8 **c. Breach of the Implied Warranty of Merchantability**

9 1921. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

10 1922. This claim is brought against JLI.

11 1923. JUUL has at all times been a merchant with respect to the products which were
12 sold to Plaintiff and the class and was in the business of selling such products.

13 1924. Each JUUL product sold by JUUL comes with an implied warranty that it will
14 merchantable and fit for the ordinary purpose for which it would be used. *See* M.C.L.A.
15 § 440.2314. JUUL has breached its implied warranty of merchantability because its products
16 were not in merchantable condition when sold, were defective when sold, did not conform to the
17 promises and affirmations of fact made on the products’ containers or labels, and/or do not
18 possess even the most basic degree of fitness for ordinary use.

19 1925. The ordinary intended purpose of JUUL’s products—and the purpose for which
20 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL’s
21 products are not fit for that use—or any other use—because they (i) were not smoking cessation
22 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
23 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
24 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL’s
25 products are not fit for their ordinary, intended use as either cigarette replacement devices or
26 recreation smoking devices.

27 1926. Plaintiffs and each member of the class have had sufficient direct dealings with
28 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized

1 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
2 each member of the class, on the other hand.

3 1927. Further, Plaintiffs and each member of the class were third-party beneficiaries of
4 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
5 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
6 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
7 the express purpose an intent of being sold to consumers.

8 1928. Plaintiffs and the members of the class were injured as a direct and proximate
9 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
10 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
11 because, had they been aware of the unmerchantable condition of JUUL products, they would
12 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
13 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

14 1929. JUUL was provided notice of these issues by numerous complaints filed against
15 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
16 individual letters and communications sent by consumers before or within a reasonable amount
17 of time after they discovered or should have discovered that's JUUL product were defective and
18 unmerchantable.

19 **d. Unjust Enrichment**

20 1930. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

21 1931. This claim is brought against JLI and the Management Defendants.

22 1932. Defendants created and implemented a scheme to create a market for e-cigarettes
23 and substantially increase sales of JUUL products through a pervasive pattern of false and
24 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
25 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
26 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
27 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
28 products.

1 1933. Defendants were unjustly enriched as a result of their wrongful conduct,
2 including through the false and misleading advertisements and omissions regarding (i) whether
3 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
4 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
5 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
6 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
7 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
8 enriched through their scheme of marketing their products to minors. Michigan law (*see*
9 M.C.L.A. § 722.641) prohibits the marketing and sale of JUUL products to minors.

10 1934. Defendants requested and received a measurable benefit at the expense of
11 Plaintiffs and class members in the form of payment for JUUL products.

12 1935. Defendants appreciated, recognized, and chose to accept the monetary benefits
13 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
14 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

15 1936. There is no justification for Defendants' enrichment. It would be inequitable,
16 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
17 benefits were procured as a result of their wrongful conduct.

18 1937. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
19 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
20 with Defendant.

21 1938. Plaintiffs plead this claim separately as well as in the alternative to their other
22 claims, as without such claims they would have no adequate legal remedy.

23 **23. Minnesota**

24 1939. Plaintiffs bring each of the following claims on behalf of the Minnesota Subclass
25 under Minnesota law.

26 **a. Violation of Minnesota Prevention of Consumer Fraud Act**
27 **(Minn. Stat. § 325F.69)**

28 1940. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

1 1941. This claim is brought against JLI and, for certain claims below, the Management
2 Defendants.

3 1942. Plaintiffs and class members are individuals who purchased JUUL products for
4 personal purposes.

5 1943. Defendants created and implemented a scheme to create a market for e-cigarettes
6 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
7 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
8 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
9 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
10 addictiveness, and significant risks of substantial physical injury from using JUUL products.

11 1944. Advertisements and representations for JUUL products contained deceptive
12 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
13 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
14 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
15 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
16 decades, JLI used third parties and word of mouth to spread false and misleading information
17 about JUUL products.

18 1945. Advertisements and representations for JUUL products concealed and failed to
19 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
20 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
21 addictive, posed significant risks of substantial physical injury resulting from the use of the
22 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
23 consumed through a pack of combustible cigarettes.

24 1946. The labels on JUUL products failed to disclose that the products posed
25 significant risks of substantial physical injury resulting from the use of the products. The labels
26 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

27 1947. The omissions were misleading and deceptive standing alone and were
28 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to

1 cigarettes and other representations.

2 1948. JUUL engaged in acts, used, and employed, fraud, false pretenses, false
3 promises, misrepresentations, misleading statements and deceptive practices. JUUL's conduct
4 had the capacity to, tendency to, and in fact did, deceive reasonable consumers including the
5 Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to their
6 purchasing decisions that JUUL's products (i) were not smoking cessation devices, (ii) were not
7 reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-delivery
8 mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily
9 injury resulting from the use of the products, and (vi) that the nicotine consumed through one
10 JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes.
11 Knowledge of these facts would have been a substantial factor in Plaintiffs' and class members'
12 decisions to purchase JUUL products.

13 1949. JLI owed Plaintiffs and class members a duty to disclose these facts because they
14 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
15 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
16 facts; because the facts would be material to reasonable consumers; because JLI actively
17 concealed them; because JLI intended for consumers to rely on the omissions in question;
18 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
19 made partial representations concerning the same subject matter as the omitted facts.

20 1950. Defendants knew or should have known that their misrepresentations and/or
21 omissions were false and misleading, and intended for consumers to rely on such
22 misrepresentations and omissions.

23 1951. JLI and the Management Defendants engaged in fraudulent and deceptive
24 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
25 products were appropriate for minors, when in fact the products never should have been
26 marketed to minors and are especially harmful to minors due to the potent and addictive
27 nicotine doses, addictive qualities, and health risks.

28 1952. Defendants' conduct actually and proximately caused injury to Plaintiffs and

1 class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and class members
2 would have behaved differently and would not have purchased JUUL products or would have
3 paid less for them. Defendants' misrepresentations and omissions induced Plaintiffs and class
4 members to purchase JUUL products they would not otherwise have purchased and enter into
5 purchase contracts they would not otherwise have entered into. In addition, class members who
6 are minors are entitled to full repayment of the amounts they spent on JUUL products.
7 Plaintiffs seek—on behalf of themselves and each member of the class—damages, attorney's
8 fees and costs, and injunctive relief; as well as any other relief the Court may deem just or
9 proper. *See* M.S.A. § 8.31. This cause of action will benefit the public by requiring JUUL to
10 permanently cease the deceptive sale and marketing of dangerous products to consumers in
11 Minnesota and throughout the country, and to require JUUL to cease, and take steps to prevent,
12 the marketing and sale of JUUL products to minors.

13 **b. Violation of Minnesota False Statement in Advertising Law**
14 **(Minn. Stat. § 325F.67)**

15 1953. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

16 1954. This claim is brought against JLI and, for certain claims below, the Management
17 Defendants.

18 1955. Plaintiffs and class members are individuals who purchased JUUL products for
19 personal purposes.

20 1956. Defendants created and implemented a scheme to create a market for e-cigarettes
21 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
22 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
23 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
24 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
25 addictiveness, and significant risks of substantial physical injury from using JUUL products.

26 1957. Advertisements and representations for JUUL products contained deceptive
27 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
28 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible

1 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
2 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
3 decades, JLI used third parties and word of mouth to spread false and misleading information
4 about JUUL products.

5 1958. Advertisements and representations for JUUL products concealed and failed to
6 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
7 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
8 addictive, posed significant risks of substantial physical injury resulting from the use of the
9 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
10 consumed through a pack of combustible cigarettes.

11 1959. The labels on JUUL products failed to disclose that the products posed
12 significant risks of substantial physical injury resulting from the use of the products. The labels
13 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

14 1960. The omissions were misleading and deceptive standing alone and were
15 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
16 cigarettes and other representations.

17 1961. JUUL has made, published, disseminated, circulated and placed before the
18 public, and caused to be made, published, disseminated, circulated and placed before the public
19 advertisements of merchandise for use, consumption, purchase, and sale that contain material
20 assertions, representations, and statements of fact that are untrue, deceptive, and misleading.

21 1962. JUUL's conduct had the capacity to, tendency to, and in fact did, deceive
22 reasonable consumers including the Plaintiffs. Reasonable consumers, including the Plaintiffs,
23 would have found it material to their purchasing decisions that JUUL's products (i) were not
24 smoking cessation devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii)
25 were extremely potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed
26 unreasonable risks of substantial bodily injury resulting from the use of the products, and (vi)
27 that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a
28 pack of combustible cigarettes. Knowledge of these facts would have been a substantial factor

1 in Plaintiffs' and class members' decisions to purchase JUUL products.

2 1963. JLI owed Plaintiffs and class members a duty to disclose these facts because they
3 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
4 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
5 facts; because the facts would be material to reasonable consumers; because JLI actively
6 concealed them; because JLI intended for consumers to rely on the omissions in question;
7 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
8 made partial representations concerning the same subject matter as the omitted facts.

9 1964. JLI knew or should have known that its misrepresentations and/or omissions
10 were false and misleading, and intended for consumers to rely on such misrepresentations and
11 omissions.

12 1965. JLI and the Management Defendants engaged in fraudulent and deceptive
13 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
14 products were appropriate for minors, when in fact the products never should have been
15 marketed to minors and are especially harmful to minors due to the potent and addictive
16 nicotine doses, addictive qualities, and health risks.

17 1966. Defendants' conduct actually and proximately caused injury to Plaintiffs and
18 class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and class members
19 would have behaved differently and would not have purchased JUUL products or would have
20 paid less for them. Defendants' misrepresentations and omissions induced Plaintiffs and class
21 members to purchase JUUL products they would not otherwise have purchased and enter into
22 purchase contracts they would not otherwise have entered into. In addition, class members who
23 are minors are entitled to full repayment of the amounts they spent on JUUL products.
24 Plaintiffs seek—on behalf of themselves and each member of the class—damages, attorney's
25 fees and costs, and injunctive relief; as well as any other relief the Court may deem just or
26 proper. *See* M.S.A. § 8.31. This cause of action will benefit the public by requiring JUUL to
27 permanently cease the deceptive sale and marketing of dangerous products to consumers in
28 Minnesota and throughout the country, and to require JUUL to cease, and take steps to prevent,

1 the marketing and sale of JUUL products to minors.

2 **c. Violation of Minnesota Deceptive Trade Practices Act (Minn.**
3 **Stat. § 325D.43, et seq.)**

4 1967. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

5 1968. This claim is brought against JLI.

6 1969. Plaintiffs and class members are individuals who purchased JUUL products for
7 personal purposes.

8 1970. Defendants created and implemented a scheme to create a market for e-cigarettes
9 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
10 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
11 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
12 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
13 addictiveness, and significant risks of substantial physical injury from using JUUL products.

14 1971. Advertisements and representations for JUUL products contained deceptive
15 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
16 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
17 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
18 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
19 decades, JLI used third parties and word of mouth to spread false and misleading information
20 about JUUL products.

21 1972. Advertisements and representations for JUUL products concealed and failed to
22 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
23 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
24 addictive, posed significant risks of substantial physical injury resulting from the use of the
25 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
26 consumed through a pack of combustible cigarettes.

27 1973. The labels on JUUL products failed to disclose that the products posed
28 significant risks of substantial physical injury resulting from the use of the products. The labels

1 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

2 1974. The omissions were misleading and deceptive standing alone and were
3 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
4 cigarettes and other representations.

5 1975. JUUL's conduct constituted the following prohibited fraudulent and deceptive
6 business practices: (a) misrepresenting that JUUL products have characteristics, ingredients,
7 uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL products are
8 of a particular standard, quality, or grade, or that goods are of a particular style or model, when
9 they are not; (c) advertising goods or services with intent not to sell them as advertised; and (d)
10 engaging in conduct that creates a likelihood of confusion or misunderstanding.

11 1976. JUUL's conduct had the capacity to, tendency to, and in fact did, deceive
12 reasonable consumers including the Plaintiffs. Reasonable consumers, including the Plaintiffs,
13 would have found it material to their purchasing decisions that JUUL's products (i) were not
14 smoking cessation devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii)
15 were extremely potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed
16 unreasonable risks of substantial bodily injury resulting from the use of the products, and (vi)
17 that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a
18 pack of combustible cigarettes. Knowledge of these facts would have been a substantial factor
19 in Plaintiffs' and class members' decisions to purchase JUUL products.

20 1977. JLI owed Plaintiffs and class members a duty to disclose these facts because they
21 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
22 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
23 facts; because the facts would be material to reasonable consumers; because JLI actively
24 concealed them; because JLI intended for consumers to rely on the omissions in question;
25 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
26 made partial representations concerning the same subject matter as the omitted facts.

27 1978. JUUL's conduct actually and proximately caused injury to Plaintiffs and class
28 members and is likely to cause injury in the future. Absent Defendants' unfair and fraudulent

1 conduct, Plaintiffs and class members would have behaved differently and would not have
2 purchased JUUL products or would have paid less for them. Defendants' misrepresentations and
3 omissions induced Plaintiffs and class members to purchase JUUL products they would not
4 otherwise have purchased and enter into purchase contracts they would not otherwise have
5 entered into. In addition, class members who are minors are entitled to full repayment of the
6 amounts they spent on JUUL products. Plaintiffs seek—on behalf of themselves and each
7 member of the class—injunctive relief, attorney's fees and costs, and equitable relief; as well as
8 any other relief the Court may deem just or proper.

9 **d. Common Law Fraud**

10 1979. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

11 1980. This claim is brought against JLI.

12 1981. JUUL created and implemented a scheme to create a market for e-cigarettes and
13 substantially increase sales of JUUL through a pervasive pattern of false and misleading
14 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
15 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
16 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
17 addictiveness, and significant risks of substantial physical injury from using JUUL products.

18 1982. Advertisements and representations for JUUL products contained deceptive
19 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
20 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
21 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
22 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
23 decades, JLI used third parties and word of mouth to spread false and misleading information
24 about JUUL products.

25 1983. Advertisements and representations for JUUL products concealed and failed to
26 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
27 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
28 addictive, posed significant risks of substantial physical injury resulting from the use of the

1 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
2 consumed through a pack of combustible cigarettes.

3 1984. The labels on JUUL products failed to disclose that the products posed
4 significant risks of substantial physical injury resulting from the use of the products. The labels
5 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

6 1985. The omissions were misleading and deceptive standing alone and were
7 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
8 cigarettes and other representations.

9 1986. JLI's conduct was fraudulent and deceptive because its misrepresentations and
10 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
11 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
12 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
13 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
14 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
15 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
16 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
17 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
18 Plaintiffs' and class members' decisions to purchase JUUL products.

19 1987. JLI owed Plaintiffs and class members a duty to disclose these facts because they
20 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
21 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
22 facts; because the facts would be material to reasonable consumers; because JUUL products
23 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
24 representations concerning the same subject matter as the omitted facts.

25 1988. As set forth in the allegations concerning each Plaintiff in Appendix A, in
26 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
27 and/or omissions. Reasonable consumers would have been expected to have relied on the
28 misrepresentations and omissions.

1 1989. Defendants knew or should have known that their misrepresentations and/or
2 omissions were false and misleading, and intended for consumers to rely on such
3 misrepresentations and omissions.

4 1990. JLI knew that JUUL products were not safe or reasonable alternatives to
5 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
6 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
7 products.

8 1991. JUUL's conduct actually and proximately caused damage to Plaintiffs and class
9 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
10 differently and would not have purchased JUUL products or would have paid less for them.
11 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
12 JUUL products they would not otherwise have purchased and enter into purchase contracts they
13 would not otherwise have entered into. Plaintiffs seek, on behalf of themselves and each
14 member of the class, damages in an amount to be proven at trial and punitive damages, as well
15 as any other relief the Court may deem just or proper.

16 **e. Breach of the Implied Warranty of Merchantability**

17 1992. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

18 1993. This claim is brought against JLI.

19 1994. JUUL has at all times been a merchant with respect to the products which were
20 sold to Plaintiff and the class and was in the business of selling such products.

21 1995. Each JUUL product sold by JUUL comes with an implied warranty that it will
22 merchantable and fit for the ordinary purpose for which it would be used. *See* Minn. Stat.
23 § 336.2-314. JUUL has breached its implied warranty of merchantability because its products
24 were not in merchantable condition when sold, were defective when sold, did not conform to the
25 promises and affirmations of fact made on the products' containers or labels, and/or do not
26 possess even the most basic degree of fitness for ordinary use.

27 1996. The ordinary intended purpose of JUUL's products—and the purpose for which
28 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's

1 products are not fit for that use—or any other use—because they (i) were not smoking cessation
2 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
3 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
4 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL’s
5 products are not fit for their ordinary, intended use as either cigarette replacement devices or
6 recreation smoking devices.

7 1997. Plaintiffs and each member of the class have had sufficient direct dealings with
8 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
9 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
10 each member of the class, on the other hand.

11 1998. Further, Plaintiffs and each member of the class were third-party beneficiaries of
12 JUUL’s agreements with its distributors, dealers, and sellers for the distribution, dealing, and
13 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
14 intended beneficiaries of JUUL’s implied warranties. JUUL’s products are manufactured with
15 the express purpose an intent of being sold to consumers.

16 1999. Plaintiffs and the members of the class were injured as a direct and proximate
17 result of JUUL’s breach of its implied warranties of merchantability. Plaintiffs and members of
18 the class were damaged as a result of JUUL’s breach of its implied warranty of merchantability
19 because, had they been aware of the unmerchantable condition of JUUL products, they would
20 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
21 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

22 2000. JUUL was provided notice of these issues by numerous complaints filed against
23 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
24 individual letters and communications sent by consumers before or within a reasonable amount
25 of time after they discovered or should have discovered that’s JUUL product were defective and
26 unmerchantable.

27 **f. Unjust Enrichment**

28 2001. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

1 2002. This claim is brought against JLI and the Management Defendants.

2 2003. Defendants created and implemented a scheme to create a market for e-cigarettes
3 and substantially increase sales of JUUL products through a pervasive pattern of false and
4 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
5 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
6 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
7 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
8 products.

9 2004. Defendants were unjustly enriched as a result of their wrongful conduct,
10 including through the false and misleading advertisements and omissions regarding (i) whether
11 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
12 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
13 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
14 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
15 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
16 enriched through their scheme of marketing their products to minors. Minnesota law (*see* Minn.
17 Stat. §§ 609.685) prohibits the marketing and sale of JUUL products to minors.

18 2005. Defendants requested and received a measurable benefit at the expense of
19 Plaintiffs and class members in the form of payment for JUUL products.

20 2006. Defendants appreciated, recognized, and chose to accept the monetary benefits
21 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
22 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

23 2007. There is no justification for Defendants' enrichment. It would be inequitable,
24 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
25 benefits were procured as a result of their wrongful conduct.

26 2008. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
27 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
28 with Defendant.

1 2009. Plaintiffs plead this claim separately as well as in the alternative to their other
2 claims, as without such claims they would have no adequate legal remedy

3 **24. Mississippi**

4 2010. Plaintiffs bring each of the following claims on behalf of the Mississippi
5 Subclass under Mississippi law.

6 **a. Violation of Mississippi Consumer Protection Act (Miss. Code**
7 **Ann. § 75-24-1, et seq.)**

8 2011. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

9 2012. This claim is brought against JLI.

10 2013. Plaintiffs and class members are individuals who purchased JUUL products for
11 personal purposes.

12 2014. Defendants created and implemented a scheme to create a market for e-cigarettes
13 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
14 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
15 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
16 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
17 addictiveness, and significant risks of substantial physical injury from using JUUL products.

18 2015. Advertisements and representations for JUUL products contained deceptive
19 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
20 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
21 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
22 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
23 decades, JLI used third parties and word of mouth to spread false and misleading information
24 about JUUL products.

25 2016. Advertisements and representations for JUUL products concealed and failed to
26 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
27 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
28 addictive, posed significant risks of substantial physical injury resulting from the use of the

1 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
2 consumed through a pack of combustible cigarettes.

3 2017. The labels on JUUL products failed to disclose that the products posed
4 significant risks of substantial physical injury resulting from the use of the products. The labels
5 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

6 2018. The omissions were misleading and deceptive standing alone and were
7 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
8 cigarettes and other representations.

9 2019. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
10 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
11 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
12 products are of a particular standard, quality, or grade, or that goods are of a particular style or
13 model, when they are not; and (c) advertising goods or services with intent not to sell them as
14 advertised.

15 2020. JLI's conduct was fraudulent and deceptive because the misrepresentations and
16 omissions had the capacity to, had the tendency to, were likely to, and in fact did, deceive
17 reasonable consumers including the Plaintiffs. Reasonable consumers, including the Plaintiffs,
18 would have found it material to their purchasing decisions that JUUL's products (i) were not
19 smoking cessation devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii)
20 were extremely potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed
21 unreasonable risks of substantial bodily injury resulting from the use of the products, and (vi)
22 that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a
23 pack of combustible cigarettes. Knowledge of these facts would have been a substantial factor
24 in Plaintiffs' and class members' decisions to purchase JUUL products.

25 2021. JLI owed Plaintiffs and class members a duty to disclose these facts because they
26 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
27 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
28 facts; because the facts would be material to reasonable consumers; because JLI actively

1 concealed them; because JLI intended for consumers to rely on the omissions in question;
2 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
3 made partial representations concerning the same subject matter as the omitted facts.

4 2022. Defendants knew or should have known that their misrepresentations and/or
5 omissions were false and misleading, and intended for consumers to rely on such
6 misrepresentations and omissions.

7 2023. Defendants' conduct actually and proximately caused an ascertainable loss of
8 money or property to Plaintiffs and class members. Absent Defendants' unfair and fraudulent
9 conduct, Plaintiffs and class members would have behaved differently and would not have
10 purchased JUUL products or would have paid less for them. Defendants' misrepresentations and
11 omissions induced Plaintiffs and class members to purchase JUUL products they would not
12 otherwise have purchased and enter into purchase contracts they would not otherwise have
13 entered into. In addition, class members who are minors are entitled to full repayment of the
14 amounts they spent on JUUL products. Plaintiffs seek—on behalf of themselves and each
15 member of the class—damages, as well as any other relief the Court may deem just or proper.

16 **b. Common Law Fraud**

17 2024. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

18 2025. This claim is brought against JLI.

19 2026. JUUL created and implemented a scheme to create a market for e-cigarettes and
20 substantially increase sales of JUUL through a pervasive pattern of false and misleading
21 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
22 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
23 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
24 addictiveness, and significant risks of substantial physical injury from using JUUL products.

25 2027. Advertisements and representations for JUUL products contained deceptive
26 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
27 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
28 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or

1 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
2 decades, JLI used third parties and word of mouth to spread false and misleading information
3 about JUUL products.

4 2028. Advertisements and representations for JUUL products concealed and failed to
5 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
6 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
7 addictive, posed significant risks of substantial physical injury resulting from the use of the
8 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
9 consumed through a pack of combustible cigarettes.

10 2029. The labels on JUUL products failed to disclose that the products posed
11 significant risks of substantial physical injury resulting from the use of the products. The labels
12 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

13 2030. The omissions were misleading and deceptive standing alone and were
14 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
15 cigarettes and other representations.

16 2031. JLI's conduct was fraudulent and deceptive because its misrepresentations and
17 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
18 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
19 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
20 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
21 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
22 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
23 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
24 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
25 Plaintiffs' and class members' decisions to purchase JUUL products.

26 2032. JLI owed Plaintiffs and class members a duty to disclose these facts because they
27 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
28 other than Plaintiffs and class members), who had exclusive and superior knowledge of the

1 facts; because the facts would be material to reasonable consumers; because JUUL products
2 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
3 representations concerning the same subject matter as the omitted facts.

4 2033. As set forth in the allegations concerning each Plaintiff in Appendix A, in
5 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
6 and/or omissions. Reasonable consumers would have been expected to have relied on the
7 misrepresentations and omissions.

8 2034. Defendants knew or should have known that their misrepresentations and/or
9 omissions were false and misleading, and intended for consumers to rely on such
10 misrepresentations and omissions.

11 2035. JLI knew that JUUL products were not safe or reasonable alternatives to
12 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
13 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
14 products.

15 2036. JUUL's conduct actually and proximately caused damage to Plaintiffs and class
16 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
17 differently and would not have purchased JUUL products or would have paid less for them.
18 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
19 JUUL products they would not otherwise have purchased and enter into purchase contracts they
20 would not otherwise have entered into. Plaintiffs seek, on behalf of themselves and each
21 member of the class, damages in an amount to be proven at trial and punitive damages, as well
22 as any other relief the Court may deem just or proper.

23 **c. Breach of the Implied Warranty of Merchantability**

24 2037. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

25 2038. This claim is brought against JLI.

26 2039. JUUL has at all times been a merchant with respect to the products which were
27 sold to Plaintiff and the class and was in the business of selling such products.

28 2040. Each JUUL product sold by JUUL comes with an implied warranty that it will

1 merchantable and fit for the ordinary purpose for which it would be used. *See* Miss. Code Ann.
2 § 75-2-314. JUUL has breached its implied warranty of merchantability because its products
3 were not in merchantable condition when sold, were defective when sold, did not conform to the
4 promises and affirmations of fact made on the products' containers or labels, and/or do not
5 possess even the most basic degree of fitness for ordinary use.

6 2041. The ordinary intended purpose of JUUL's products—and the purpose for which
7 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
8 products are not fit for that use—or any other use—because they (i) were not smoking cessation
9 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
10 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
11 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
12 products are not fit for their ordinary, intended use as either cigarette replacement devices or
13 recreation smoking devices.

14 2042. Plaintiffs and each member of the class have had sufficient direct dealings with
15 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
16 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
17 each member of the class, on the other hand.

18 2043. Further, Plaintiffs and each member of the class were third-party beneficiaries of
19 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
20 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
21 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
22 the express purpose an intent of being sold to consumers.

23 2044. Plaintiffs and the members of the class were injured as a direct and proximate
24 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
25 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
26 because, had they been aware of the unmerchantable condition of JUUL products, they would
27 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
28 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

1 2045. JUUL was provided notice of these issues by numerous complaints filed against
2 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
3 individual letters and communications sent by consumers before or within a reasonable amount
4 of time after they discovered or should have discovered that's JUUL product were defective and
5 unmerchantable.

6 **d. Unjust Enrichment**

7 2046. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

8 2047. This claim is brought against JLI and the Management Defendants.

9 2048. Defendants created and implemented a scheme to create a market for e-cigarettes
10 and substantially increase sales of JUUL products through a pervasive pattern of false and
11 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
12 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
13 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
14 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
15 products.

16 2049. Defendants were unjustly enriched as a result of their wrongful conduct,
17 including through the false and misleading advertisements and omissions regarding (i) whether
18 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
19 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
20 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
21 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
22 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
23 enriched through their scheme of marketing their products to minors. Mississippi law (*see* Miss.
24 Code Ann. § 97-32-51(2)) prohibits the marketing and sale of JUUL products to minors.

25 2050. Defendants requested and received a measurable benefit at the expense of
26 Plaintiffs and class members in the form of payment for JUUL products.

27 2051. Defendants appreciated, recognized, and chose to accept the monetary benefits
28 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the

1 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

2 2052. There is no justification for Defendants' enrichment. It would be inequitable,
3 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
4 benefits were procured as a result of their wrongful conduct.

5 2053. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
6 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
7 with Defendant.

8 2054. Plaintiffs plead this claim separately as well as in the alternative to their other
9 claims, as without such claims they would have no adequate legal remedy.

10 **25. Missouri**

11 2055. Plaintiffs bring each of the following claims on behalf of the Missouri Subclass
12 under Missouri law.

13 **a. Violation of Missouri Merchandising Practices Act (Mo. Rev.**
14 **Stat. § 407.010, et seq.)**

15 2056. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

16 2057. This claim is brought against JLI and, for certain unfair and/or unconscionable
17 conduct claims as noted below, all Defendants.

18 2058. Plaintiffs and class members are persons who purchased JUUL products for
19 personal purposes.

20 2059. Defendants created and implemented a scheme to create a market for e-cigarettes
21 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
22 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
23 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
24 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
25 addictiveness, and significant risks of substantial physical injury from using JUUL products.

26 2060. Advertisements and representations for JUUL products contained deceptive
27 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
28 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible

1 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
2 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
3 decades, JLI used third parties and word of mouth to spread false and misleading information
4 about JUUL products.

5 2061. Advertisements and representations for JUUL products concealed and failed to
6 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
7 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
8 addictive, posed significant risks of substantial physical injury resulting from the use of the
9 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
10 consumed through a pack of combustible cigarettes.

11 2062. The labels on JUUL products failed to disclose that the products posed
12 significant risks of substantial physical injury resulting from the use of the products. The labels
13 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

14 2063. The omissions were misleading and deceptive standing alone and were
15 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
16 cigarettes and other representations.

17 2064. JLI's conduct was unfair and unconscionable in that it included (i) the
18 manufacture and sale of products with a heightened propensity to cause addiction and physical
19 injuries and (ii) misrepresentations and omissions of material facts concerning the
20 characteristics and safety of JUUL products that offended public policy; were immoral,
21 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
22 substantial harm that greatly outweighs any possible utility from the conduct.

23 2065. JLI's conduct was fraudulent and deceptive because the misrepresentations and
24 omissions had the capacity or tendency to mislead, deceive or cheat, and in fact did, mislead,
25 deceive, and/or cheat reasonable consumers including the Plaintiffs. In addition, the
26 misrepresentations and omissions were the type that tend to create a false impression.
27 Reasonable consumers, including the Plaintiffs, would have found it material to their purchasing
28 decisions that JUUL's products (i) were not smoking cessation devices, (ii) were not reasonable

1 alternatives to combustible cigarettes, (iii) were extremely potent nicotine-delivery mechanisms,
2 (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily injury
3 resulting from the use of the products, and (vi) that the nicotine consumed through one JUUL
4 pod exceeded the nicotine consumed through a pack of combustible cigarettes. Knowledge of
5 these facts would have been a substantial factor in Plaintiffs' and class members' decisions to
6 purchase JUUL products.

7 2066. JLI owed Plaintiffs and class members a duty to disclose these facts because they
8 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
9 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
10 facts; because the facts would be material to reasonable consumers; because JLI actively
11 concealed them; because JLI intended for consumers to rely on the omissions in question;
12 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
13 made partial representations concerning the same subject matter as the omitted facts.

14 2067. JLI and the Management Defendants engaged in fraudulent and deceptive
15 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
16 products were appropriate for minors, when in fact the products never should have been
17 marketed to minors and are especially harmful to minors due to the potent and addictive
18 nicotine doses, addictive qualities, and health risks.

19 2068. In addition, all Defendants engaged in unfair and unconscionable conduct
20 because the targeting of minors offends public policy (*see* Mo. Rev. Stat. §§ 407.926 and
21 407.931); is immoral, unethical, oppressive, outrageous, unscrupulous, and substantially
22 injurious; and has caused substantial harm that greatly outweighs any possible utility from the
23 conduct.

24 2069. As alleged above, all Defendants participated and/or facilitated the marketing of
25 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
26 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
27 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
28 use of JUUL products by minors continues to rise.

1 2070. Defendants’ conduct actually and proximately caused an ascertainable loss of
2 money or property to Plaintiffs and class members. Absent Defendants’ unfair and fraudulent
3 conduct, Plaintiffs and class members would have behaved differently and would not have
4 purchased JUUL products or would have paid less for them. Defendants’ misrepresentations and
5 omissions induced Plaintiffs and class members to purchase JUUL products they would not
6 otherwise have purchased and enter into purchase contracts they would not otherwise have
7 entered into. In addition, class members who are minors are entitled to full repayment of the
8 amounts they spent on JUUL products. Plaintiffs seek—on behalf of themselves and each
9 member of the class—actual damages, punitive damages, attorney’s fees, and equitable relief; as
10 well as any other relief the Court may deem just or proper.

11 **b. Common Law Fraud**

12 2071. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

13 2072. This claim is brought against JLI.

14 2073. JUUL created and implemented a scheme to create a market for e-cigarettes and
15 substantially increase sales of JUUL through a pervasive pattern of false and misleading
16 statements and omissions. JUUL’s plan was to portray JUUL products as cool and safe
17 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
18 misrepresenting or omitting key facts concerning JUUL products’ nicotine content and doses,
19 addictiveness, and significant risks of substantial physical injury from using JUUL products.

20 2074. Advertisements and representations for JUUL products contained deceptive
21 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
22 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
23 cigarettes. The advertisements and JLI’s public statements portrayed JUUL products as safe or
24 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
25 decades, JLI used third parties and word of mouth to spread false and misleading information
26 about JUUL products.

27 2075. Advertisements and representations for JUUL products concealed and failed to
28 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to

1 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
2 addictive, posed significant risks of substantial physical injury resulting from the use of the
3 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
4 consumed through a pack of combustible cigarettes.

5 2076. The labels on JUUL products failed to disclose that the products posed
6 significant risks of substantial physical injury resulting from the use of the products. The labels
7 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

8 2077. The omissions were misleading and deceptive standing alone and were
9 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
10 cigarettes and other representations.

11 2078. JLI's conduct was fraudulent and deceptive because its misrepresentations and
12 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
13 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
14 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
15 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
16 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
17 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
18 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
19 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
20 Plaintiffs' and class members' decisions to purchase JUUL products.

21 2079. JLI owed Plaintiffs and class members a duty to disclose these facts because they
22 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
23 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
24 facts; because the facts would be material to reasonable consumers; because JUUL products
25 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
26 representations concerning the same subject matter as the omitted facts.

27 2080. As set forth in the allegations concerning each Plaintiff in Appendix A, in
28 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations

1 and/or omissions. Reasonable consumers would have been expected to have relied on the
2 misrepresentations and omissions.

3 2081. Defendants knew or should have known that their misrepresentations and/or
4 omissions were false and misleading, and intended for consumers to rely on such
5 misrepresentations and omissions.

6 2082. JLI knew that JUUL products were not safe or reasonable alternatives to
7 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
8 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
9 products.

10 2083. JUUL's conduct actually and proximately caused damage to Plaintiffs and class
11 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
12 differently and would not have purchased JUUL products or would have paid less for them.
13 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
14 JUUL products they would not otherwise have purchased and enter into purchase contracts they
15 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
16 member of the class, damages in an amount to be proven at trial and punitive damages, as well
17 as any other relief the Court may deem just or proper.

18 **c. Breach of the Implied Warranty of Merchantability**

19 2084. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

20 2085. This claim is brought against JLI.

21 2086. JUUL has at all times been a merchant with respect to the products which were
22 sold to Plaintiff and the class and was in the business of selling such products.

23 2087. Each JUUL product sold by JUUL comes with an implied warranty that it will
24 merchantable and fit for the ordinary purpose for which it would be used. *See* Mo. Rev. Stat.
25 § 400.2-314. JUUL has breached its implied warranty of merchantability because its products
26 were not in merchantable condition when sold, were defective when sold, did not conform to the
27 promises and affirmations of fact made on the products' containers or labels, and/or do not
28 possess even the most basic degree of fitness for ordinary use.

1 2088. The ordinary intended purpose of JUUL’s products—and the purpose for which
2 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL’s
3 products are not fit for that use—or any other use—because they (i) were not smoking cessation
4 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
5 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
6 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL’s
7 products are not fit for their ordinary, intended use as either cigarette replacement devices or
8 recreation smoking devices.

9 2089. Plaintiffs and each member of the class have had sufficient direct dealings with
10 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
11 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
12 each member of the class, on the other hand.

13 2090. Further, Plaintiffs and each member of the class were third-party beneficiaries of
14 JUUL’s agreements with its distributors, dealers, and sellers for the distribution, dealing, and
15 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
16 intended beneficiaries of JUUL’s implied warranties. JUUL’s products are manufactured with
17 the express purpose an intent of being sold to consumers.

18 2091. Plaintiffs and the members of the class were injured as a direct and proximate
19 result of JUUL’s breach of its implied warranties of merchantability. Plaintiffs and members of
20 the class were damaged as a result of JUUL’s breach of its implied warranty of merchantability
21 because, had they been aware of the unmerchantable condition of JUUL products, they would
22 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
23 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

24 2092. JUUL was provided notice of these issues by numerous complaints filed against
25 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
26 individual letters and communications sent by consumers before or within a reasonable amount
27 of time after they discovered or should have discovered that’s JUUL product were defective and
28 unmerchantable.

d. Unjust Enrichment

2093. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

2094. This claim is brought against JLI and the Management Defendants.

2095. Defendants created and implemented a scheme to create a market for e-cigarettes and substantially increase sales of JUUL products through a pervasive pattern of false and misleading statements and omissions. Defendants aimed to portray JUUL products as cool and safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses, addictiveness, and significant risks of substantial physical injury from using JUUL products.

2096. Defendants were unjustly enriched as a result of their wrongful conduct, including through the false and misleading advertisements and omissions regarding (i) whether JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly enriched through their scheme of marketing their products to minors. Missouri law (*see* Mo. Rev. Stat. §§ 407.926 and 407.931) prohibits the marketing and sale of JUUL products to minors.

2097. Defendants requested and received a measurable benefit at the expense of Plaintiffs and class members in the form of payment for JUUL products.

2098. Defendants appreciated, recognized, and chose to accept the monetary benefits Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the expected result of Defendant acting in its pecuniary interest at the expense of its customers.

2099. There is no justification for Defendants' enrichment. It would be inequitable, unconscionable, and unjust for Defendants to be permitted to retain these benefits because the benefits were procured as a result of their wrongful conduct.

1 2100. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
2 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
3 with Defendant.

4 2101. Plaintiffs plead this claim separately as well as in the alternative to their other
5 claims, as without such claims they would have no adequate legal remedy.

6 **26. Montana**

7 2102. Plaintiffs bring each of the following claims on behalf of the Montana Subclass
8 under Montana law.

9 **a. Violation of Montana Unfair Trade Practices and Consumer**
10 **Protection Act (Mont. Code Ann. § 30-14-101, et seq.)**

11 2103. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

12 2104. This claim is brought against JLI and, for certain unfair and/or unconscionable
13 conduct claims as noted below, all Defendants.

14 2105. Plaintiffs and class members are persons who purchased JUUL products for
15 personal purposes.

16 2106. Defendants created and implemented a scheme to create a market for e-cigarettes
17 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
18 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
19 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
20 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
21 addictiveness, and significant risks of substantial physical injury from using JUUL products.

22 2107. Advertisements and representations for JUUL products contained deceptive
23 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
24 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
25 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
26 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
27 decades, JLI used third parties and word of mouth to spread false and misleading information
28 about JUUL products.

1 2108. Advertisements and representations for JUUL products concealed and failed to
2 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
3 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
4 addictive, posed significant risks of substantial physical injury resulting from the use of the
5 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
6 consumed through a pack of combustible cigarettes.

7 2109. The labels on JUUL products failed to disclose that the products posed
8 significant risks of substantial physical injury resulting from the use of the products. The labels
9 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

10 2110. The omissions were misleading and deceptive standing alone and were
11 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
12 cigarettes and other representations.

13 2111. JLI's conduct was unfair and unconscionable in that it included (i) the
14 manufacture and sale of products with a heightened propensity to cause addiction and physical
15 injuries and (ii) misrepresentations and omissions of material facts concerning the
16 characteristics and safety of JUUL products that offended public policy; were immoral,
17 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
18 substantial harm that greatly outweighs any possible utility from the conduct.

19 2112. JLI's conduct was fraudulent and deceptive because the misrepresentations and
20 omissions at issue were likely to, and in fact did, deceive reasonable consumers including the
21 Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to their
22 purchasing decisions that JUUL's products (i) were not smoking cessation devices, (ii) were not
23 reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-delivery
24 mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily
25 injury resulting from the use of the products, and (vi) that the nicotine consumed through one
26 JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes.
27 Knowledge of these facts would have been a substantial factor in Plaintiffs' and class members'
28 decisions to purchase JUUL products.

1 2113. JLI owed Plaintiffs and class members a duty to disclose these facts because they
2 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
3 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
4 facts; because the facts would be material to reasonable consumers; because JLI actively
5 concealed them; because JLI intended for consumers to rely on the omissions in question;
6 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
7 made partial representations concerning the same subject matter as the omitted facts.

8 2114. JLI and the Management Defendants engaged in fraudulent and deceptive
9 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
10 products were appropriate for minors, when in fact the products never should have been
11 marketed to minors and are especially harmful to minors due to the potent and addictive
12 nicotine doses, addictive qualities, and health risks.

13 2115. In addition, all Defendants engaged in unfair and unconscionable conduct
14 because the targeting of minors offends public policy (*see, e.g.*, Mont. Code Ann. § 16-11-305);
15 is immoral, unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and has
16 caused substantial harm that greatly outweighs any possible utility from the conduct.

17 2116. As alleged above, all Defendants participated and/or facilitated the marketing of
18 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
19 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
20 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
21 use of JUUL products by minors continues to rise.

22 2117. Defendants' conduct actually and proximately caused an ascertainable loss of
23 money or property to Plaintiffs and class members. Absent Defendants' unfair and fraudulent
24 conduct, Plaintiffs and class members would have behaved differently and would not have
25 purchased JUUL products or would have paid less for them. Defendants' misrepresentations and
26 omissions induced Plaintiffs and class members to purchase JUUL products they would not
27 otherwise have purchased and enter into purchase contracts they would not otherwise have
28 entered into. In addition, class members who are minors are entitled to full repayment of the

1 amounts they spent on JUUL products. Plaintiffs seek—on behalf of themselves and each
2 member of the class—actual damages, treble damages, and attorney’s fees, as well as any other
3 relief the Court may deem just or proper.

4 **b. Common Law Fraud**

5 2118. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

6 2119. This claim is brought against JLI.

7 2120. JUUL created and implemented a scheme to create a market for e-cigarettes and
8 substantially increase sales of JUUL through a pervasive pattern of false and misleading
9 statements and omissions. JUUL’s plan was to portray JUUL products as cool and safe
10 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
11 misrepresenting or omitting key facts concerning JUUL products’ nicotine content and doses,
12 addictiveness, and significant risks of substantial physical injury from using JUUL products.

13 2121. Advertisements and representations for JUUL products contained deceptive
14 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
15 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
16 cigarettes. The advertisements and JLI’s public statements portrayed JUUL products as safe or
17 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
18 decades, JLI used third parties and word of mouth to spread false and misleading information
19 about JUUL products.

20 2122. Advertisements and representations for JUUL products concealed and failed to
21 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
22 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
23 addictive, posed significant risks of substantial physical injury resulting from the use of the
24 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
25 consumed through a pack of combustible cigarettes.

26 2123. The labels on JUUL products failed to disclose that the products posed
27 significant risks of substantial physical injury resulting from the use of the products. The labels
28 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

1 2124. The omissions were misleading and deceptive standing alone and were
2 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
3 cigarettes and other representations.

4 2125. JLI's conduct was fraudulent and deceptive because its misrepresentations and
5 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
6 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
7 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
8 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
9 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
10 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
11 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
12 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
13 Plaintiffs' and class members' decisions to purchase JUUL products.

14 2126. JLI owed Plaintiffs and class members a duty to disclose these facts because they
15 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
16 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
17 facts; because the facts would be material to reasonable consumers; because JUUL products
18 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
19 representations concerning the same subject matter as the omitted facts.

20 2127. As set forth in the allegations concerning each Plaintiff in Appendix A, in
21 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
22 and/or omissions. Reasonable consumers would have been expected to have relied on the
23 misrepresentations and omissions.

24 2128. Defendants knew or should have known that their misrepresentations and/or
25 omissions were false and misleading, and intended for consumers to rely on such
26 misrepresentations and omissions.

27 2129. JLI knew that JUUL products were not safe or reasonable alternatives to
28 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully

1 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
2 products.

3 2130. JUUL's conduct actually and proximately caused damage to Plaintiffs and class
4 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
5 differently and would not have purchased JUUL products or would have paid less for them.
6 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
7 JUUL products they would not otherwise have purchased and enter into purchase contracts they
8 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
9 member of the class, damages in an amount to be proven at trial and punitive damages, as well
10 as any other relief the Court may deem just or proper.

11 **c. Breach of the Implied Warranty of Merchantability**

12 2131. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

13 2132. This claim is brought against JLI.

14 2133. JUUL has at all times been a merchant with respect to the products which were
15 sold to Plaintiff and the class and was in the business of selling such products.

16 2134. Each JUUL product sold by JUUL comes with an implied warranty that it will
17 merchantable and fit for the ordinary purpose for which it would be used. *See* Mont. Code Ann.
18 § 30-2-314. JUUL has breached its implied warranty of merchantability because its products
19 were not in merchantable condition when sold, were defective when sold, did not conform to the
20 promises and affirmations of fact made on the products' containers or labels, and/or do not
21 possess even the most basic degree of fitness for ordinary use.

22 2135. The ordinary intended purpose of JUUL's products—and the purpose for which
23 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
24 products are not fit for that use—or any other use—because they (i) were not smoking cessation
25 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
26 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
27 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
28 products are not fit for their ordinary, intended use as either cigarette replacement devices or

1 recreation smoking devices.

2 2136. Plaintiffs and each member of the class have had sufficient direct dealings with
3 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
4 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
5 each member of the class, on the other hand.

6 2137. Further, Plaintiffs and each member of the class were third-party beneficiaries of
7 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
8 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
9 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
10 the express purpose an intent of being sold to consumers.

11 2138. Plaintiffs and the members of the class were injured as a direct and proximate
12 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
13 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
14 because, had they been aware of the unmerchantable condition of JUUL products, they would
15 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
16 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

17 2139. JUUL was provided notice of these issues by numerous complaints filed against
18 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
19 individual letters and communications sent by consumers before or within a reasonable amount
20 of time after they discovered or should have discovered that's JUUL product were defective and
21 unmerchantable.

22 **d. Unjust Enrichment**

23 2140. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

24 2141. This claim is brought against JLI and the Management Defendants.

25 2142. Defendants created and implemented a scheme to create a market for e-cigarettes
26 and substantially increase sales of JUUL products through a pervasive pattern of false and
27 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
28 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,

1 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
2 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
3 products.

4 2143. Defendants were unjustly enriched as a result of their wrongful conduct,
5 including through the false and misleading advertisements and omissions regarding (i) whether
6 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
7 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
8 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
9 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
10 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
11 enriched through their scheme of marketing their products to minors. Montana law (*see* Mont.
12 Code Ann. § 16-11-305) prohibits the marketing and sale of JUUL products to minors.

13 2144. Defendants requested and received a measurable benefit at the expense of
14 Plaintiffs and class members in the form of payment for JUUL products.

15 2145. Defendants appreciated, recognized, and chose to accept the monetary benefits
16 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
17 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

18 2146. There is no justification for Defendants' enrichment. It would be inequitable,
19 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
20 benefits were procured as a result of their wrongful conduct.

21 2147. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
22 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
23 with Defendant.

24 2148. Plaintiffs plead this claim separately as well as in the alternative to their other
25 claims, as without such claims they would have no adequate legal remedy.

26 **27. Nebraska**

27 2149. Plaintiffs bring each of the following claims on behalf of the Nebraska Subclass
28 under Nebraska law

1 **a. Violation of the Nebraska Consumer Protection Act (Neb.**
2 **Rev. Stat. §§ 59-1601, et seq.)**

3 2150. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

4 2151. This claim is brought against JLI and, for certain unfair and/or unconscionable
5 conduct claims as noted below, all Defendants.

6 2152. Plaintiffs and class members and are persons who purchased JUUL products for
7 personal purposes.

8 2153. Defendants created and implemented a scheme to create a market for e-cigarettes
9 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
10 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
11 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
12 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
13 addictiveness, and significant risks of substantial physical injury from using JUUL products.

14 2154. Advertisements and representations for JUUL products contained deceptive
15 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
16 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
17 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
18 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
19 decades, JLI used third parties and word of mouth to spread false and misleading information
20 about JUUL products.

21 2155. Advertisements and representations for JUUL products concealed and failed to
22 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
23 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
24 addictive, posed significant risks of substantial physical injury resulting from the use of the
25 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
26 consumed through a pack of combustible cigarettes.

27 2156. The labels on JUUL products failed to disclose that the products posed
28 significant risks of substantial physical injury resulting from the use of the products. The labels

1 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

2 2157. The omissions were misleading and deceptive standing alone and were
3 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
4 cigarettes and other representations.

5 2158. JLI's conduct was unfair and unconscionable in that it included (i) the
6 manufacture and sale of products with a heightened propensity to cause addiction and physical
7 injuries and (ii) misrepresentations and omissions of material facts concerning the
8 characteristics and safety of JUUL products that offended public policy; were immoral,
9 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
10 substantial harm that greatly outweighs any possible utility from the conduct.

11 2159. JLI's conduct was fraudulent and deceptive because the misrepresentations and
12 omissions at issue were likely to, and in fact did, deceive reasonable consumers and had the
13 tendency or capacity to mislead reasonable consumers, including the Plaintiffs. Reasonable
14 consumers, including the Plaintiffs, would have found it material to their purchasing decisions
15 that JUUL's products (i) were not smoking cessation devices, (ii) were not reasonable
16 alternatives to combustible cigarettes, (iii) were extremely potent nicotine-delivery mechanisms,
17 (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily injury
18 resulting from the use of the products, and (vi) that the nicotine consumed through one JUUL
19 pod exceeded the nicotine consumed through a pack of combustible cigarettes. Knowledge of
20 these facts would have been a substantial factor in Plaintiffs' and class members' decisions to
21 purchase JUUL products.

22 2160. JLI owed Plaintiffs and class members a duty to disclose these facts because they
23 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
24 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
25 facts; because the facts would be material to reasonable consumers; because JLI actively
26 concealed them; because JLI intended for consumers to rely on the omissions in question;
27 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
28 made partial representations concerning the same subject matter as the omitted facts.

1 2161. Defendants knew or should have known that their misrepresentations and/or
2 omissions were false and misleading, and intended for consumers to rely on such
3 misrepresentations and omissions.

4 2162. JLI and the Management Defendants engaged in fraudulent and deceptive
5 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
6 products were appropriate for minors, when in fact the products never should have been
7 marketed to minors and are especially harmful to minors due to the potent and addictive
8 nicotine doses, addictive qualities, and health risks.

9 2163. In addition, all Defendants engaged in unfair and unconscionable conduct
10 because the targeting of minors offends public policy (in particular Neb. Rev. Stat. §§ 28-1419;
11 28-1425); is immoral, unethical, oppressive, outrageous, unscrupulous, and substantially
12 injurious; and has caused substantial harm that greatly outweighs any possible utility from the
13 conduct.

14 2164. As alleged above, all Defendants participated and/or facilitated the marketing of
15 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
16 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
17 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
18 use of JUUL products by minors continues to rise.

19 2165. Defendants' deceptive and unfair conduct has had a detrimental impact on the
20 public interest

21 2166. Defendants' conduct actually and proximately caused loss of money or property
22 to Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs
23 and class members would have behaved differently and would not have purchased JUUL
24 products or would have paid less for them. Defendants' misrepresentations and omissions
25 induced Plaintiffs and class members to purchase JUUL products they would not otherwise have
26 purchased and enter into purchase contracts they would not otherwise have entered into. In
27 addition, class members who are minors are entitled to full repayment of the amounts they spent
28 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—

1 actual damages (as increased as the Court may deem fit), injunctive relief, and reasonable
2 attorneys' fees, as well as any other relief the Court may deem just or proper.

3 **b. Violation of the Nebraska Uniform Deceptive Trade Practices**
4 **Act (Neb. Rev. Stat. §§ 87-301, et seq.)**

5 2167. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

6 2168. This claim is brought against JLI.

7 2169. Plaintiffs and class members are persons who purchased JUUL products for
8 personal purposes.

9 2170. Defendants created and implemented a scheme to create a market for e-cigarettes
10 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
11 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
12 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
13 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
14 addictiveness, and significant risks of substantial physical injury from using JUUL products.

15 2171. Advertisements and representations for JUUL products contained deceptive
16 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
17 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
18 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
19 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
20 decades, JLI used third parties and word of mouth to spread false and misleading information
21 about JUUL products.

22 2172. Advertisements and representations for JUUL products concealed and failed to
23 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
24 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
25 addictive, posed significant risks of substantial physical injury resulting from the use of the
26 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
27 consumed through a pack of combustible cigarettes.

28 2173. The labels on JUUL products failed to disclose that the products posed

1 significant risks of substantial physical injury resulting from the use of the products. The labels
2 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

3 2174. The omissions were misleading and deceptive standing alone and were
4 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
5 cigarettes and other representations.

6 2175. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
7 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
8 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
9 products are of a particular standard, quality, or grade, or that goods are of a particular style or
10 model, when they are not; (c) advertising goods or services with intent not to sell them as
11 advertised; (d) causing confusion or misunderstanding as to the effects a substance causes when
12 ingested, inhaled, or otherwise introduced into the human body; and (e) making a deceptive
13 and misleading representations, and omitting material information, about a substance and failing
14 to identify the contents of the package or the nature of the substance contained inside the
15 package.

16 2176. JUUL's conduct had the capacity to and was likely to, and in fact did, deceive
17 reasonable consumers, including the Plaintiffs. Reasonable consumers, including the Plaintiffs,
18 would have found it material to their purchasing decisions that JUUL's products (i) were not
19 smoking cessation devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii)
20 were extremely potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed
21 unreasonable risks of substantial bodily injury resulting from the use of the products, and (vi)
22 that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a
23 pack of combustible cigarettes. Knowledge of these facts would have been a substantial factor
24 in Plaintiffs' and class members' decisions to purchase JUUL products.

25 2177. JLI owed Plaintiffs and class members a duty to disclose these facts because they
26 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
27 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
28 facts; because the facts would be material to reasonable consumers; because JLI actively

1 concealed them; because JLI intended for consumers to rely on the omissions in question;
2 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
3 made partial representations concerning the same subject matter as the omitted facts.

4 2178. As set forth in the allegations concerning each Plaintiff in Appendix A, in
5 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
6 Reasonable consumers would have been expected to have relied on the misrepresentations and
7 omissions.

8 2179. JUUL's conduct actually and proximately caused actual damages to Plaintiffs
9 and class members, and is likely to cause damage in the future. Absent JUUL's conduct,
10 Plaintiffs and class members would have behaved differently and would not have purchased
11 JUUL products or would have paid less for them. Defendants' misrepresentations and omissions
12 induced Plaintiffs and class members to purchase JUUL products they would not otherwise have
13 purchased and enter into purchase contracts they would not otherwise have entered into. In
14 addition, class members who are minors are entitled to full repayment of the amounts they spent
15 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
16 injunctive relief, as well as any other relief the Court may deem just or proper. Plaintiffs are
17 also entitled to reasonable attorneys' fees because JUUL willfully engaged in trade practices
18 that are known to be deceptive.

19 **c. Common Law Fraud**

20 2180. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

21 2181. This claim is brought against JLI.

22 2182. JUUL created and implemented a scheme to create a market for e-cigarettes and
23 substantially increase sales of JUUL through a pervasive pattern of false and misleading
24 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
25 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
26 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
27 addictiveness, and significant risks of substantial physical injury from using JUUL products.

28 2183. Advertisements and representations for JUUL products contained deceptive

1 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
2 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
3 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
4 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
5 decades, JLI used third parties and word of mouth to spread false and misleading information
6 about JUUL products.

7 2184. Advertisements and representations for JUUL products concealed and failed to
8 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
9 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
10 addictive, posed significant risks of substantial physical injury resulting from the use of the
11 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
12 consumed through a pack of combustible cigarettes.

13 2185. The labels on JUUL products failed to disclose that the products posed
14 significant risks of substantial physical injury resulting from the use of the products. The labels
15 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

16 2186. The omissions were misleading and deceptive standing alone and were
17 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
18 cigarettes and other representations.

19 2187. JLI's conduct was fraudulent and deceptive because its misrepresentations and
20 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
21 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
22 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
23 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
24 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
25 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
26 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
27 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
28 Plaintiffs' and class members' decisions to purchase JUUL products.

1 2188. JLI owed Plaintiffs and class members a duty to disclose these facts because they
2 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
3 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
4 facts; because the facts would be material to reasonable consumers; because JUUL products
5 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
6 representations concerning the same subject matter as the omitted facts.

7 2189. As set forth in the allegations concerning each Plaintiff in Appendix A, in
8 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
9 and/or omissions. Reasonable consumers would have been expected to have relied on the
10 misrepresentations and omissions.

11 2190. Defendants knew or should have known that their misrepresentations and/or
12 omissions were false and misleading, and intended for consumers to rely on such
13 misrepresentations and omissions.

14 2191. JLI knew that JUUL products were not safe or reasonable alternatives to
15 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
16 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
17 products.

18 2192. JUUL's conduct actually and proximately caused damages to Plaintiffs and class
19 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
20 differently and would not have purchased JUUL products or would have paid less for them.
21 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
22 JUUL products they would not otherwise have purchased and enter into purchase contracts they
23 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
24 member of the class damages in an amount to be proven at trial, as well as any other relief the
25 Court may deem just or proper.

26 **d. Breach of the Implied Warranty of Merchantability**

27 2193. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

28 2194. This claim is brought against JLI.

1 2195. JUUL has at all times been a merchant with respect to the products which were
2 sold to Plaintiff and the class and was in the business of selling such products.

3 2196. Each JUUL product sold by JUUL comes with an implied warranty that it will
4 merchantable and fit for the ordinary purpose for which it would be used. Neb. U.C.C. § 2-314.
5 JUUL has breached its implied warranty of merchantability because its products were not in
6 merchantable condition when sold, were defective when sold, did not conform to the promises
7 and affirmations of fact made on the products' containers or labels, and/or do not possess even
8 the most basic degree of fitness for ordinary use.

9 2197. The ordinary intended purpose of JUUL's products—and the purpose for which
10 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
11 products are not fit for that use—or any other use—because they (i) were not smoking cessation
12 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
13 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
14 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
15 products are not fit for their ordinary, intended use as either cigarette replacement devices or
16 recreation smoking devices.

17 2198. Plaintiffs and each member of the class have had sufficient direct dealings with
18 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
19 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
20 each member of the class, on the other hand.

21 2199. Further, Plaintiffs and each member of the class were third-party beneficiaries of
22 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
23 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
24 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
25 the express purpose an intent of being sold to consumers.

26 2200. Plaintiffs and the members of the class were injured as a direct and proximate
27 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
28 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability

1 because, had they been aware of the unmerchantable condition of JUUL products, they would
2 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
3 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

4 2201. JUUL was provided notice of these issues by numerous complaints filed against
5 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
6 individual letters and communications sent by consumers before or within a reasonable amount
7 of time after they discovered or should have discovered that's JUUL product were defective and
8 unmerchantable.

9 **e. Unjust Enrichment**

10 2202. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

11 2203. This claim is brought against JLI and the Management Defendants.

12 2204. Defendants created and implemented a scheme to create a market for e-cigarettes
13 and substantially increase sales of JUUL products through a pervasive pattern of false and
14 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
15 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
16 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
17 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
18 products.

19 2205. Defendants were unjustly enriched as a result of their wrongful conduct,
20 including through the false and misleading advertisements and omissions regarding (i) whether
21 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
22 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
23 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
24 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
25 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
26 enriched through their scheme of marketing their products to minors. Neb. Rev. Stat. §§ 28-
27 1419 and 28-1425 prohibit the marketing and sale of JUUL products to minors.

28 2206. Defendants requested and received a measurable benefit at the expense of

1 Plaintiffs and class members in the form of payment for JUUL products.

2 2207. Defendants appreciated, recognized, and chose to accept the monetary benefits
3 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
4 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

5 2208. There is no justification for Defendants' enrichment. It would be inequitable,
6 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
7 benefits were procured as a result of their wrongful conduct.

8 2209. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
9 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
10 with Defendant.

11 2210. Plaintiffs plead this claim separately as well as in the alternative to their other
12 claims, as without such claims they would have no adequate legal remedy.

13 **28. Nevada**

14 2211. Plaintiffs bring each of the following claims on behalf of the Nevada Subclass
15 under Nevada law.

16 **a. Violation of the Nevada Deceptive Trade Practices Act (Nev.**
17 **Rev. Stat. §§ 598.0903, et seq.)**

18 2212. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

19 2213. This claim is brought against JLI, and for certain claims below, the Management
20 Defendants.

21 2214. Plaintiffs and class members purchased JUUL products for personal purposes.

22 2215. Defendants created and implemented a scheme to create a market for e-cigarettes
23 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
24 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
25 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
26 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
27 addictiveness, and significant risks of substantial physical injury from using JUUL products.

28 2216. Advertisements and representations for JUUL products contained deceptive

1 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
2 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
3 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
4 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
5 decades, JLI used third parties and word of mouth to spread false and misleading information
6 about JUUL products.

7 2217. Advertisements and representations for JUUL products concealed and failed to
8 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
9 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
10 addictive, posed significant risks of substantial physical injury resulting from the use of the
11 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
12 consumed through a pack of combustible cigarettes.

13 2218. The labels on JUUL products failed to disclose that the products posed
14 significant risks of substantial physical injury resulting from the use of the products. The labels
15 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

16 2219. The omissions were misleading and deceptive standing alone and were
17 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
18 cigarettes and other representations.

19 2220. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
20 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
21 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
22 products are of a particular standard, quality, or grade, or that goods are of a particular style or
23 model, when they are not; (c) advertising goods or services with intent not to sell them as
24 advertised; (d) knowingly making other false representations in a transaction; and (e) failing to
25 disclose a material fact in connection with the sale of goods or services.

26 2221. JLI's conduct was likely to, and in fact did, deceive reasonable consumers
27 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
28 material to their purchasing decisions that JUUL's products (i) were not smoking cessation

1 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
2 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
3 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
4 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
5 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
6 Plaintiffs' and class members' decisions to purchase JUUL products.

7 2222. JLI owed Plaintiffs and class members a duty to disclose these facts because they
8 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
9 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
10 facts; because the facts would be material to reasonable consumers; because JLI actively
11 concealed them; because JLI intended for consumers to rely on the omissions in question;
12 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
13 made partial representations concerning the same subject matter as the omitted facts.

14 2223. JLI's conduct was unlawful because it violated state and federal statutes and
15 regulations relating to the sale of e-cigarettes, including the Racketeer Influenced and Corrupt
16 Organizations Act, 18 U.S.C. § 1961, *et seq.*; the Magnuson-Moss Warranty Act, 15 U.S.C.
17 §§ 2301, *et seq.*; and Nev. Rev. Stat. § 202.24935.

18 2224. As set forth in the allegations concerning each Plaintiff in Appendix A, in
19 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
20 Reasonable consumers would have been expected to have relied on the misrepresentations and
21 omissions.

22 2225. Defendants knew or should have known that their misrepresentations and/or
23 omissions were false and misleading, and intended for consumers to rely on such
24 misrepresentations and omissions.

25 2226. JLI and the Management Defendants engaged in fraudulent and deceptive
26 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
27 products were appropriate for minors, when in fact the products never should have been
28 marketed to minors and are especially harmful to minors due to the potent and addictive

1 nicotine doses, addictive qualities, and health risks.

2 2227. Defendants’ conduct actually and proximately caused actual damages to
3 Plaintiffs and class members, who were victims of Defendants’ unfair and fraudulent conduct.
4 Absent Defendants’ unfair and fraudulent conduct, Plaintiffs and class members would have
5 behaved differently and would not have purchased JUUL products or would have paid less for
6 them. Defendants’ misrepresentations and omissions induced Plaintiffs and class members to
7 purchase JUUL products they would not otherwise have purchased and enter into purchase
8 contracts they would not otherwise have entered into. In addition, class members who are
9 minors are entitled to full repayment of the amounts they spent on JUUL products. Plaintiffs
10 seek—on behalf of themselves and each member of the class—actual damages, injunctive relief,
11 and reasonable attorneys’ fees, as well as any other relief the Court may deem just or proper.
12 Nev. Rev. Stat. § 41.600(1), (2)(e).

13 **b. Common Law Fraud**

14 2228. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

15 2229. This claim is brought against JLI.

16 2230. JUUL created and implemented a scheme to create a market for e-cigarettes and
17 substantially increase sales of JUUL through a pervasive pattern of false and misleading
18 statements and omissions. JUUL’s plan was to portray JUUL products as cool and safe
19 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
20 misrepresenting or omitting key facts concerning JUUL products’ nicotine content and doses,
21 addictiveness, and significant risks of substantial physical injury from using JUUL products.

22 2231. Advertisements and representations for JUUL products contained deceptive
23 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
24 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
25 cigarettes. The advertisements and JLI’s public statements portrayed JUUL products as safe or
26 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
27 decades, JLI used third parties and word of mouth to spread false and misleading information
28 about JUUL products.

1 2232. Advertisements and representations for JUUL products concealed and failed to
2 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
3 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
4 addictive, posed significant risks of substantial physical injury resulting from the use of the
5 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
6 consumed through a pack of combustible cigarettes.

7 2233. The labels on JUUL products failed to disclose that the products posed
8 significant risks of substantial physical injury resulting from the use of the products. The labels
9 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

10 2234. The omissions were misleading and deceptive standing alone and were
11 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
12 cigarettes and other representations.

13 2235. JLI's conduct was fraudulent and deceptive because its misrepresentations and
14 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
15 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
16 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
17 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
18 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
19 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
20 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
21 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
22 Plaintiffs' and class members' decisions to purchase JUUL products.

23 2236. JLI owed Plaintiffs and class members a duty to disclose these facts because they
24 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
25 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
26 facts; because the facts would be material to reasonable consumers; because JUUL products
27 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
28 representations concerning the same subject matter as the omitted facts.

1 2237. As set forth in the allegations concerning each Plaintiff in Appendix A, in
2 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
3 and/or omissions. Reasonable consumers would have been expected to have relied on the
4 misrepresentations and omissions.

5 2238. Defendants knew or should have known that their misrepresentations and/or
6 omissions were false and misleading, and intended for consumers to rely on such
7 misrepresentations and omissions.

8 2239. JLI knew that JUUL products were not safe or reasonable alternatives to
9 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
10 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
11 products.

12 2240. JUUL's conduct actually and proximately caused damages to Plaintiffs and class
13 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
14 differently and would not have purchased JUUL products or would have paid less for them.
15 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
16 JUUL products they would not otherwise have purchased and enter into purchase contracts they
17 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
18 member of the class damages in an amount to be proven at trial, as well as any other relief the
19 Court may deem just or proper.

20 **c. Breach of the Implied Warranty of Merchantability**

21 2241. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

22 2242. This claim is brought against JLI.

23 2243. JUUL has at all times been a merchant with respect to the products which were
24 sold to Plaintiff and the class and was in the business of selling such products.

25 2244. Each JUUL product sold by JUUL comes with an implied warranty that it will
26 merchantable and fit for the ordinary purpose for which it would be used. Nev. Rev. Stat. Ann.
27 § 104. JUUL has breached its implied warranty of merchantability because its products were
28 not in merchantable condition when sold, were defective when sold, did not conform to the

1 promises and affirmations of fact made on the products' containers or labels, and/or do not
2 possess even the most basic degree of fitness for ordinary use.

3 2245. The ordinary intended purpose of JUUL's products—and the purpose for which
4 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
5 products are not fit for that use—or any other use—because they (i) were not smoking cessation
6 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
7 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
8 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
9 products are not fit for their ordinary, intended use as either cigarette replacement devices or
10 recreation smoking devices.

11 2246. Plaintiffs and each member of the class have had sufficient direct dealings with
12 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
13 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
14 each member of the class, on the other hand.

15 2247. Further, Plaintiffs and each member of the class were third-party beneficiaries of
16 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
17 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
18 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
19 the express purpose an intent of being sold to consumers.

20 2248. Plaintiffs and the members of the class were injured as a direct and proximate
21 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
22 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
23 because, had they been aware of the unmerchantable condition of JUUL products, they would
24 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
25 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

26 2249. JUUL was provided notice of these issues by numerous complaints filed against
27 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
28 individual letters and communications sent by consumers before or within a reasonable amount

1 of time after they discovered or should have discovered that's JUUL product were defective and
2 unmerchantable.

3 **d. Unjust Enrichment**

4 2250. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

5 2251. This claim is brought against JLI and the Management Defendants.

6 2252. Defendants created and implemented a scheme to create a market for e-cigarettes
7 and substantially increase sales of JUUL products through a pervasive pattern of false and
8 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
9 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
10 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
11 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
12 products.

13 2253. Defendants were unjustly enriched as a result of their wrongful conduct,
14 including through the false and misleading advertisements and omissions regarding (i) whether
15 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
16 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
17 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
18 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
19 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
20 enriched through their scheme of marketing their products to minors. Nev. Rev. Stat.
21 § 202.24935 prohibits the marketing and sale of JUUL products to minors.

22 2254. Defendants requested and received a measurable benefit at the expense of
23 Plaintiffs and class members in the form of payment for JUUL products.

24 2255. Defendants appreciated, recognized, and chose to accept the monetary benefits
25 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
26 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

27 2256. There is no justification for Defendants' enrichment. It would be inequitable,
28 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the

1 benefits were procured as a result of their wrongful conduct.

2 2257. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
3 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
4 with Defendant.

5 2258. Plaintiffs plead this claim separately as well as in the alternative to their other
6 claims, as without such claims they would have no adequate legal remedy.

7 **29. New Hampshire**

8 2259. Plaintiffs bring each of the following claims on behalf of the New Hampshire
9 Subclass under New Hampshire law

10 **a. Violation of the New Hampshire Regulation of Business**
11 **Practices for Consumer Protection (N.H. Rev. Stat. §§ 358-**
12 **A:1, et seq.)**

13 2260. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

14 2261. This claim is brought against JLI and, for certain unfair and/or unconscionable
15 conduct claims as noted below, all Defendants.

16 2262. The marketing and sale of JUUL products constitutes “trade” and “commerce” as
17 defined by statute. Defendants are “persons” as defined by the statute.

18 2263. Plaintiffs and class members purchased JUUL products for personal purposes.

19 2264. Defendants created and implemented a scheme to create a market for e-cigarettes
20 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
21 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
22 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
23 misrepresenting or omitting key facts concerning JUUL products’ nicotine content and doses,
24 addictiveness, and significant risks of substantial physical injury from using JUUL products.

25 2265. Advertisements and representations for JUUL products contained deceptive
26 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
27 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
28 cigarettes. The advertisements and JLI’s public statements portrayed JUUL products as safe or

1 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
2 decades, JLI used third parties and word of mouth to spread false and misleading information
3 about JUUL products.

4 2266. Advertisements and representations for JUUL products concealed and failed to
5 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
6 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
7 addictive, posed significant risks of substantial physical injury resulting from the use of the
8 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
9 consumed through a pack of combustible cigarettes.

10 2267. The labels on JUUL products failed to disclose that the products posed
11 significant risks of substantial physical injury resulting from the use of the products. The labels
12 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

13 2268. The omissions were misleading and deceptive standing alone and were
14 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
15 cigarettes and other representations.

16 2269. JLI's conduct was unfair and unconscionable in that it included (i) the
17 manufacture and sale of products with a heightened propensity to cause addiction and physical
18 injuries and (ii) misrepresentations and omissions of material facts concerning the
19 characteristics and safety of JUUL products that offended public policy; were immoral,
20 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
21 substantial harm that greatly outweighs any possible utility from the conduct.

22 2270. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
23 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
24 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
25 products are of a particular standard, quality, or grade, or that goods are of a particular style or
26 model, when they are not; or (c) advertising goods or services with intent not to sell them as
27 advertised.

28 2271. JLI's conduct was fraudulent and deceptive because the misrepresentations and

1 omissions created a likelihood of confusion or misunderstanding reasonable consumers,
2 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
3 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
4 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
5 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
6 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
7 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
8 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
9 Plaintiffs' and class members' decisions to purchase JUUL products. In addition, JUUL's
10 fraudulent and deceptive conduct was of a level of rascality that would raise an eyebrow of
11 someone inured to the rough and tumble of the world of commerce.

12 2272. JLI owed Plaintiffs and class members a duty to disclose these facts because they
13 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
14 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
15 facts; because the facts would be material to reasonable consumers; because JLI actively
16 concealed them; because JLI intended for consumers to rely on the omissions in question;
17 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
18 made partial representations concerning the same subject matter as the omitted facts.

19 2273. JLI and the Management Defendants engaged in fraudulent and deceptive
20 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
21 products were appropriate for minors, when in fact the products never should have been
22 marketed to minors and are especially harmful to minors due to the potent and addictive
23 nicotine doses, addictive qualities, and health risks.

24 2274. Defendants knew or should have known that its misrepresentations and/or
25 omissions were false and misleading, and intended for consumers to rely on such
26 misrepresentations and omissions.

27 2275. In addition, all Defendants engaged in unfair and unconscionable conduct
28 because the targeting of minors offends public policy (in particular N.H. Rev. Stat. Ann.

1 §§ 126-K:4); is immoral, unethical, oppressive, outrageous, unscrupulous, and substantially
2 injurious; and has caused substantial harm that greatly outweighs any possible utility from the
3 conduct.

4 2276. As alleged above, all Defendants participated and/or facilitated the marketing of
5 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
6 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
7 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
8 use of JUUL products by minors continues to rise.

9 2277. Defendants' conduct actually and proximately caused loss of money or property
10 to Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs
11 and class members would have behaved differently and would not have purchased JUUL
12 products or would have paid less for them. Defendants' misrepresentations and omissions
13 induced Plaintiffs and class members to purchase JUUL products they would not otherwise have
14 purchased and enter into purchase contracts they would not otherwise have entered into. In
15 addition, class members who are minors are entitled to full repayment of the amounts they spent
16 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
17 threefold their actual damages and statutory damages in the amount of \$1,000, whichever is
18 greater, injunctive relief, and reasonable attorneys' fees, as well as any other relief the Court
19 may deem just or proper.

20 **b. Common Law Fraud**

21 2278. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

22 2279. This claim is brought against JLI.

23 2280. JUUL created and implemented a scheme to create a market for e-cigarettes and
24 substantially increase sales of JUUL through a pervasive pattern of false and misleading
25 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
26 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
27 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
28 addictiveness, and significant risks of substantial physical injury from using JUUL products.

1 2281. Advertisements and representations for JUUL products contained deceptive
2 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
3 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
4 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
5 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
6 decades, JLI used third parties and word of mouth to spread false and misleading information
7 about JUUL products.

8 2282. Advertisements and representations for JUUL products concealed and failed to
9 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
10 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
11 addictive, posed significant risks of substantial physical injury resulting from the use of the
12 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
13 consumed through a pack of combustible cigarettes.

14 2283. The labels on JUUL products failed to disclose that the products posed
15 significant risks of substantial physical injury resulting from the use of the products. The labels
16 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

17 2284. The omissions were misleading and deceptive standing alone and were
18 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
19 cigarettes and other representations.

20 2285. JLI's conduct was fraudulent and deceptive because its misrepresentations and
21 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
22 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
23 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
24 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
25 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
26 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
27 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
28 combustible cigarettes. Knowledge of these facts would have been a substantial factor in

1 Plaintiffs' and class members' decisions to purchase JUUL products.

2 2286. JLI owed Plaintiffs and class members a duty to disclose these facts because they
3 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
4 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
5 facts; because the facts would be material to reasonable consumers; because JUUL products
6 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
7 representations concerning the same subject matter as the omitted facts.

8 2287. As set forth in the allegations concerning each Plaintiff in Appendix A, in
9 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
10 and/or omissions. Reasonable consumers would have been expected to have relied on the
11 misrepresentations and omissions.

12 2288. Defendants knew or should have known that their misrepresentations and/or
13 omissions were false and misleading, and intended for consumers to rely on such
14 misrepresentations and omissions.

15 2289. JLI knew that JUUL products were not safe or reasonable alternatives to
16 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
17 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
18 products.

19 2290. JUUL's conduct actually and proximately caused damages to Plaintiffs and class
20 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
21 differently and would not have purchased JUUL products or would have paid less for them.
22 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
23 JUUL products they would not otherwise have purchased and enter into purchase contracts they
24 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
25 member of the class damages in an amount to be proven at trial, as well as any other relief the
26 Court may deem just or proper.

27 **c. Breach of the Implied Warranty of Merchantability**

28 2291. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

1 2292. This claim is brought against JLI.

2 2293. JUUL has at all times been a merchant with respect to the products which were
3 sold to Plaintiff and the class and was in the business of selling such products.

4 2294. Each JUUL product sold by JUUL comes with an implied warranty that it will
5 merchantable and fit for the ordinary purpose for which it would be used. N.H. Rev. Stat.
6 § 382—A:2A-212. JUUL has breached its implied warranty of merchantability because its
7 products were not in merchantable condition when sold, were defective when sold, did not
8 conform to the promises and affirmations of fact made on the products' containers or labels,
9 and/or do not possess even the most basic degree of fitness for ordinary use.

10 2295. The ordinary intended purpose of JUUL's products—and the purpose for which
11 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
12 products are not fit for that use—or any other use—because they (i) were not smoking cessation
13 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
14 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
15 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
16 products are not fit for their ordinary, intended use as either cigarette replacement devices or
17 recreation smoking devices.

18 2296. Plaintiffs and each member of the class have had sufficient direct dealings with
19 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
20 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
21 each member of the class, on the other hand.

22 2297. Further, Plaintiffs and each member of the class were third-party beneficiaries of
23 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
24 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
25 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
26 the express purpose an intent of being sold to consumers.

27 2298. Plaintiffs and the members of the class were injured as a direct and proximate
28 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of

1 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
2 because, had they been aware of the unmerchantable condition of JUUL products, they would
3 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
4 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

5 2299. JUUL was provided notice of these issues by numerous complaints filed against
6 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
7 individual letters and communications sent by consumers before or within a reasonable amount
8 of time after they discovered or should have discovered that's JUUL product were defective and
9 unmerchantable.

10 **d. Unjust Enrichment**

11 2300. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

12 2301. This claim is brought against JLI and the Management Defendants.

13 2302. Defendants created and implemented a scheme to create a market for e-cigarettes
14 and substantially increase sales of JUUL products through a pervasive pattern of false and
15 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
16 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
17 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
18 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
19 products.

20 2303. Defendants were unjustly enriched as a result of their wrongful conduct,
21 including through the false and misleading advertisements and omissions regarding (i) whether
22 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
23 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
24 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
25 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
26 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
27 enriched through their scheme of marketing their products to minors. N.H. Rev. Stat. Ann.
28 § 126-K:4 prohibits the sale of JUUL products to minors.

1 2304. Defendants requested and received a measurable benefit at the expense of
2 Plaintiffs and class members in the form of payment for JUUL products.

3 2305. Defendants appreciated, recognized, and chose to accept the monetary benefits
4 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
5 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

6 2306. There is no justification for Defendants' enrichment. It would be inequitable,
7 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
8 benefits were procured as a result of their wrongful conduct.

9 2307. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
10 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
11 with Defendant.

12 2308. Plaintiffs plead this claim separately as well as in the alternative to their other
13 claims, as without such claims they would have no adequate legal remedy.

14 **30. New Jersey**

15 2309. Plaintiffs bring each of the following claims on behalf of the New Jersey
16 Subclass under New Jersey law

17 **a. Common Law Fraud**

18 2310. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

19 2311. This claim is brought against JLI.

20 2312. JUUL created and implemented a scheme to create a market for e-cigarettes and
21 substantially increase sales of JUUL through a pervasive pattern of false and misleading
22 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
23 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
24 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
25 addictiveness, and significant risks of substantial physical injury from using JUUL products.

26 2313. Advertisements and representations for JUUL products contained deceptive
27 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
28 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible

1 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
2 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
3 decades, JLI used third parties and word of mouth to spread false and misleading information
4 about JUUL products.

5 2314. Advertisements and representations for JUUL products concealed and failed to
6 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
7 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
8 addictive, posed significant risks of substantial physical injury resulting from the use of the
9 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
10 consumed through a pack of combustible cigarettes.

11 2315. The labels on JUUL products failed to disclose that the products posed
12 significant risks of substantial physical injury resulting from the use of the products. The labels
13 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

14 2316. The omissions were misleading and deceptive standing alone and were
15 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
16 cigarettes and other representations.

17 2317. JLI's conduct was fraudulent and deceptive because its misrepresentations and
18 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
19 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
20 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
21 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
22 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
23 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
24 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
25 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
26 Plaintiffs' and class members' decisions to purchase JUUL products.

27 2318. JLI owed Plaintiffs and class members a duty to disclose these facts because they
28 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties

1 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
2 facts; because the facts would be material to reasonable consumers; because JUUL products
3 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
4 representations concerning the same subject matter as the omitted facts.

5 2319. As set forth in the allegations concerning each Plaintiff in Appendix A, in
6 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
7 and/or omissions. Reasonable consumers would have been expected to have relied on the
8 misrepresentations and omissions.

9 2320. Defendants knew or should have known that their misrepresentations and/or
10 omissions were false and misleading, and intended for consumers to rely on such
11 misrepresentations and omissions.

12 2321. JLI knew that JUUL products were not safe or reasonable alternatives to
13 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
14 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
15 products.

16 2322. JUUL's conduct actually and proximately caused damages to Plaintiffs and class
17 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
18 differently and would not have purchased JUUL products or would have paid less for them.
19 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
20 JUUL products they would not otherwise have purchased and enter into purchase contracts they
21 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
22 member of the class damages in an amount to be proven at trial, as well as any other relief the
23 Court may deem just or proper.

24 **b. Breach of the Implied Warranty of Merchantability**

25 2323. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

26 2324. This claim is brought against JLI.

27 2325. JUUL has at all times been a merchant with respect to the products which were
28 sold to Plaintiff and the class and was in the business of selling such products.

1 2326. Each JUUL product sold by JUUL comes with an implied warranty that it will
2 merchantable and fit for the ordinary purpose for which it would be used. N.J. Stat. Ann.
3 § 12A:2-314. JUUL has breached its implied warranty of merchantability because its products
4 were not in merchantable condition when sold, were defective when sold, did not conform to the
5 promises and affirmations of fact made on the products' containers or labels, and/or do not
6 possess even the most basic degree of fitness for ordinary use.

7 2327. The ordinary intended purpose of JUUL's products—and the purpose for which
8 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
9 products are not fit for that use—or any other use—because they (i) were not smoking cessation
10 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
11 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
12 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
13 products are not fit for their ordinary, intended use as either cigarette replacement devices or
14 recreation smoking devices.

15 2328. Plaintiffs and each member of the class have had sufficient direct dealings with
16 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
17 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
18 each member of the class, on the other hand.

19 2329. Further, Plaintiffs and each member of the class were third-party beneficiaries of
20 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
21 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
22 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
23 the express purpose an intent of being sold to consumers.

24 2330. Plaintiffs and the members of the class were injured as a direct and proximate
25 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
26 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
27 because, had they been aware of the unmerchantable condition of JUUL products, they would
28 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages

1 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

2 2331. JUUL was provided notice of these issues by numerous complaints filed against
3 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
4 individual letters and communications sent by consumers before or within a reasonable amount
5 of time after they discovered or should have discovered that's JUUL product were defective and
6 unmerchantable.

7 **c. Unjust Enrichment**

8 2332. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

9 2333. This claim is brought against JLI and the Management Defendants.

10 2334. Defendants created and implemented a scheme to create a market for e-cigarettes
11 and substantially increase sales of JUUL products through a pervasive pattern of false and
12 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
13 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
14 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
15 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
16 products.

17 2335. Defendants were unjustly enriched as a result of their wrongful conduct,
18 including through the false and misleading advertisements and omissions regarding (i) whether
19 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
20 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
21 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
22 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
23 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
24 enriched through their scheme of marketing their products to minors. N.J. Stat. §§ 2A:170-
25 51.4(a)(2) and 2C:33-13.1(a) prohibit the marketing and sale of JUUL products to minors.

26 2336. Defendants requested and received a measurable benefit at the expense of
27 Plaintiffs and class members in the form of payment for JUUL products.

28 2337. Defendants appreciated, recognized, and chose to accept the monetary benefits

1 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
2 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

3 2338. There is no justification for Defendants' enrichment. It would be inequitable,
4 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
5 benefits were procured as a result of their wrongful conduct.

6 2339. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
7 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
8 with Defendant.

9 2340. Plaintiffs plead this claim separately as well as in the alternative to their other
10 claims, as without such claims they would have no adequate legal remedy.

11 **31. New Mexico**

12 2341. Plaintiffs bring each of the following claims on behalf of the New Mexico
13 Subclass under New Mexico law

14 **a. Violation of the New Mexico Unfair Trade Practices Act**
15 **(N.M. Stat. § 57-12-1)**

16 2342. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

17 2343. This claim is brought against JLI and, for certain unfair and/or unconscionable
18 conduct claims as noted below, all Defendants.

19 2344. Defendants are "persons" under the statute and the sale and marketing of JUUL
20 products is "trade" and "commerce."

21 2345. Plaintiffs and class members purchased JUUL products for personal purposes.

22 2346. Defendants created and implemented a scheme to create a market for e-cigarettes
23 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
24 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
25 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
26 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
27 addictiveness, and significant risks of substantial physical injury from using JUUL products.

28 2347. Advertisements and representations for JUUL products contained deceptive

1 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
2 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
3 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
4 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
5 decades, JLI used third parties and word of mouth to spread false and misleading information
6 about JUUL products.

7 2348. Advertisements and representations for JUUL products concealed and failed to
8 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
9 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
10 addictive, posed significant risks of substantial physical injury resulting from the use of the
11 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
12 consumed through a pack of combustible cigarettes.

13 2349. The labels on JUUL products failed to disclose that the products posed
14 significant risks of substantial physical injury resulting from the use of the products. The labels
15 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

16 2350. The omissions were misleading and deceptive standing alone and were
17 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
18 cigarettes and other representations.

19 2351. JLI's conduct was unfair and unconscionable in that it included (i) the
20 manufacture and sale of products with a heightened propensity to cause addiction and physical
21 injuries and (ii) misrepresentations and omissions of material facts concerning the
22 characteristics and safety of JUUL products offended public policy; was immoral, unethical,
23 oppressive, and unscrupulous; resulted in a gross disparity between the value received by the
24 person and the price paid; and caused substantial harm that greatly outweighs any benefits
25 associated with the conduct. JUUL's acts took advantage of the lack of knowledge, ability,
26 experience, or capacity of Plaintiffs and class members to a grossly unfair degree and to the
27 detriment of Plaintiffs and class members.

28 2352. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and

1 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
2 ingredients, uses, benefits, or quantities, which they do not have; or (b) misrepresenting that
3 JUUL products are of a particular standard, quality, or grade, or that goods are of a particular
4 style or model, when they are not.

5 2353. JLI's conduct was fraudulent and deceptive because the misrepresentations and
6 omissions may, tends to, or does deceive or mislead reasonable consumers including the
7 Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to their
8 purchasing decisions that JUUL's products (i) were not smoking cessation devices, (ii) were not
9 reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-delivery
10 mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily
11 injury resulting from the use of the products, and (vi) that the nicotine consumed through one
12 JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes.
13 Knowledge of these facts would have been a substantial factor in Plaintiffs' and class members'
14 decisions to purchase JUUL products.

15 2354. JLI owed Plaintiffs and class members a duty to disclose these facts because they
16 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
17 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
18 facts; because the facts would be material to reasonable consumers; because JLI actively
19 concealed them; because JLI intended for consumers to rely on the omissions in question;
20 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
21 made partial representations concerning the same subject matter as the omitted facts.

22 2355. Defendants knew or should have known that their misrepresentations and/or
23 omissions were false and misleading, and intended for consumers to rely on such
24 misrepresentations and omissions.

25 2356. JLI and the Management Defendants engaged in fraudulent and deceptive
26 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
27 products were appropriate for minors, when in fact the products never should have been
28 marketed to minors and are especially harmful to minors due to the potent and addictive

1 nicotine doses, addictive qualities, and health risks.

2 2357. In addition, all Defendants engaged in unfair and unconscionable conduct
3 because the targeting of minors offends public policy (in particular N.M. Stat. Ann. §§ 30-49-
4 3(A), (E)); is immoral, unethical, oppressive, and unscrupulous; resulted in a gross disparity
5 between the value received by the person and the price paid; takes advantage of the lack of
6 knowledge, ability, experience, or capacity of minors to a grossly unfair degree; and has caused
7 substantial harm that greatly outweighs any benefits associated with the conduct.

8 2358. As alleged above, all Defendants participated and/or facilitated the marketing of
9 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
10 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
11 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
12 use of JUUL products by minors continues to rise. Defendants' acts took advantage of the lack
13 of knowledge, ability, experience, or capacity of Plaintiffs and class members to a grossly unfair
14 degree and to the detriment of Plaintiffs and class members

15 2359. Defendants' conduct actually and proximately caused loss of money or property
16 to Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs
17 and class members would have behaved differently and would not have purchased JUUL
18 products or would have paid less for them. Defendants' misrepresentations and omissions
19 induced Plaintiffs and class members to purchase JUUL products they would not otherwise have
20 purchased and enter into purchase contracts they would not otherwise have entered into. In
21 addition, class members who are minors are entitled to full repayment of the amounts they spent
22 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
23 three times actual damages and/or statutory damages in the amount of \$300, whichever is
24 greater, injunctive relief, and reasonable attorneys' fees, as well as any other relief the Court
25 may deem just or proper.

26 **b. Common Law Fraud**

27 2360. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

28 2361. This claim is brought against JLI.

1 2362. JUUL created and implemented a scheme to create a market for e-cigarettes and
2 substantially increase sales of JUUL through a pervasive pattern of false and misleading
3 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
4 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
5 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
6 addictiveness, and significant risks of substantial physical injury from using JUUL products.

7 2363. Advertisements and representations for JUUL products contained deceptive
8 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
9 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
10 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
11 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
12 decades, JLI used third parties and word of mouth to spread false and misleading information
13 about JUUL products.

14 2364. Advertisements and representations for JUUL products concealed and failed to
15 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
16 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
17 addictive, posed significant risks of substantial physical injury resulting from the use of the
18 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
19 consumed through a pack of combustible cigarettes.

20 2365. The labels on JUUL products failed to disclose that the products posed
21 significant risks of substantial physical injury resulting from the use of the products. The labels
22 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

23 2366. The omissions were misleading and deceptive standing alone and were
24 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
25 cigarettes and other representations.

26 2367. JLI's conduct was fraudulent and deceptive because its misrepresentations and
27 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
28 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it

1 material to their purchasing decisions that JUUL’s products (i) were not smoking cessation
2 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
3 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
4 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
5 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
6 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
7 Plaintiffs’ and class members’ decisions to purchase JUUL products.

8 2368. JLI owed Plaintiffs and class members a duty to disclose these facts because they
9 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
10 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
11 facts; because the facts would be material to reasonable consumers; because JUUL products
12 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
13 representations concerning the same subject matter as the omitted facts.

14 2369. As set forth in the allegations concerning each Plaintiff in Appendix A, in
15 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
16 and/or omissions. Reasonable consumers would have been expected to have relied on the
17 misrepresentations and omissions.

18 2370. Defendants knew or should have known that their misrepresentations and/or
19 omissions were false and misleading, and intended for consumers to rely on such
20 misrepresentations and omissions.

21 2371. JLI knew that JUUL products were not safe or reasonable alternatives to
22 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
23 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
24 products.

25 2372. JUUL’s conduct actually and proximately caused damages to Plaintiffs and class
26 members. Absent JUUL’s conduct, Plaintiffs and class members would have behaved
27 differently and would not have purchased JUUL products or would have paid less for them.
28 JUUL’s misrepresentations and omissions induced Plaintiffs and class members to purchase

1 JUUL products they would not otherwise have purchased and enter into purchase contracts they
2 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
3 member of the class damages in an amount to be proven at trial, as well as any other relief the
4 Court may deem just or proper.

5 **c. Breach of the Implied Warranty of Merchantability**

6 2373. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

7 2374. This claim is brought against JLI.

8 2375. JUUL has at all times been a merchant with respect to the products which were
9 sold to Plaintiff and the class and was in the business of selling such products.

10 2376. Each JUUL product sold by JUUL comes with an implied warranty that it will
11 merchantable and fit for the ordinary purpose for which it would be used. N.M. Stat. Ann. § 55-
12 2-314. JUUL has breached its implied warranty of merchantability because its products were
13 not in merchantable condition when sold, were defective when sold, did not conform to the
14 promises and affirmations of fact made on the products' containers or labels, and/or do not
15 possess even the most basic degree of fitness for ordinary use.

16 2377. The ordinary intended purpose of JUUL's products—and the purpose for which
17 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
18 products are not fit for that use—or any other use—because they (i) were not smoking cessation
19 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
20 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
21 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
22 products are not fit for their ordinary, intended use as either cigarette replacement devices or
23 recreation smoking devices.

24 2378. Plaintiffs and each member of the class have had sufficient direct dealings with
25 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
26 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
27 each member of the class, on the other hand.

28 2379. Further, Plaintiffs and each member of the class were third-party beneficiaries of

1 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
2 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
3 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
4 the express purpose an intent of being sold to consumers.

5 2380. Plaintiffs and the members of the class were injured as a direct and proximate
6 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
7 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
8 because, had they been aware of the unmerchantable condition of JUUL products, they would
9 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
10 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

11 2381. JUUL was provided notice of these issues by numerous complaints filed against
12 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
13 individual letters and communications sent by consumers before or within a reasonable amount
14 of time after they discovered or should have discovered that's JUUL product were defective and
15 unmerchantable.

16 **d. Unjust Enrichment**

17 2382. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

18 2383. This claim is brought against JLI and the Management Defendants.

19 2384. Defendants created and implemented a scheme to create a market for e-cigarettes
20 and substantially increase sales of JUUL products through a pervasive pattern of false and
21 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
22 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
23 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
24 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
25 products.

26 2385. Defendants were unjustly enriched as a result of their wrongful conduct,
27 including through the false and misleading advertisements and omissions regarding (i) whether
28 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable

1 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
2 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
3 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
4 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
5 enriched through their scheme of marketing their products to minors. N.M. Stat. Ann. §§ 30-
6 493(A), (E); 30-49-8(A) prohibit the marketing and sale of JUUL products to minors.

7 2386. Defendants requested and received a measurable benefit at the expense of
8 Plaintiffs and class members in the form of payment for JUUL products.

9 2387. Defendants appreciated, recognized, and chose to accept the monetary benefits
10 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
11 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

12 2388. There is no justification for Defendants' enrichment. It would be inequitable,
13 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
14 benefits were procured as a result of their wrongful conduct.

15 2389. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
16 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
17 with Defendant.

18 2390. Plaintiffs plead this claim separately as well as in the alternative to their other
19 claims, as without such claims they would have no adequate legal remedy.

20 **32. New York**

21 2391. Plaintiffs bring each of the following claims on behalf of the New York Subclass
22 under New York law

23 **a. Violation of New York General Business Law § 349**

24 2392. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

25 2393. This claim is brought against JLI and, for certain claims below, the Management
26 Defendants.

27 2394. Plaintiffs and class members purchased JUUL products for personal purposes.

28 2395. Defendants created and implemented a scheme to create a market for e-cigarettes

1 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
2 statements and omissions directed to consumers. Defendants aimed to portray JUUL products as
3 cool and safe alternatives to combustible cigarettes, with a particular emphasis on appealing to
4 minors, while misrepresenting or omitting key facts concerning JUUL products' nicotine
5 content and doses, addictiveness, and significant risks of substantial physical injury from using
6 JUUL products.

7 2396. Advertisements and representations for JUUL products contained deceptive
8 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
9 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
10 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
11 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
12 decades, JLI used third parties and word of mouth to spread false and misleading information
13 about JUUL products.

14 2397. Advertisements and representations for JUUL products concealed and failed to
15 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
16 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
17 addictive, posed significant risks of substantial physical injury resulting from the use of the
18 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
19 consumed through a pack of combustible cigarettes.

20 2398. The labels on JUUL products failed to disclose that the products posed
21 significant risks of substantial physical injury resulting from the use of the products. The labels
22 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

23 2399. The omissions were misleading and deceptive standing alone and were
24 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
25 cigarettes and other representations.

26 2400. JLI's conduct was fraudulent and deceptive because the misrepresentations and
27 omissions at issue were likely to, and in fact did, mislead reasonable consumers including the
28 Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to their

1 purchasing decisions that JUUL's products (i) were not smoking cessation devices, (ii) were not
2 reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-delivery
3 mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily
4 injury resulting from the use of the products, and (vi) that the nicotine consumed through one
5 JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes.
6 Knowledge of these facts would have been a substantial factor in Plaintiffs' and class members'
7 decisions to purchase JUUL products.

8 2401. JLI owed Plaintiffs and class members a duty to disclose these facts because they
9 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
10 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
11 facts; because the facts would be material to reasonable consumers; because JLI actively
12 concealed them; because JLI intended for consumers to rely on the omissions in question;
13 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
14 made partial representations concerning the same subject matter as the omitted facts.

15 2402. Defendants knew or should have known that their misrepresentations and/or
16 omissions were false and misleading, and intended for consumers to rely on such
17 misrepresentations and omissions.

18 2403. JLI and the Management Defendants engaged in fraudulent and deceptive
19 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
20 products were appropriate for minors, when in fact the products never should have been
21 marketed to minors and are especially harmful to minors due to the potent and addictive
22 nicotine doses, addictive qualities, and health risks.

23 2404. Defendants' conduct actually and proximately caused actual damages to
24 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
25 class members would have behaved differently and would not have purchased JUUL products
26 or would have paid less for them. Defendants' misrepresentations and omissions induced
27 Plaintiffs and class members to purchase JUUL products they would not otherwise have
28 purchased and enter into purchase contracts they would not otherwise have entered into. In

1 addition, class members who are minors are entitled to full repayment of the amounts they spent
2 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
3 three times actual damages or statutory damages in the amount of \$50, whichever is greater,
4 injunctive relief, and reasonable attorneys’ fees, as well as any other relief the Court may deem
5 just or proper.

6 **b. Violation of New York General Business Law § 350**

7 2405. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

8 2406. This claim is brought against JLI and, for certain claims below, the Management
9 Defendants.

10 2407. Plaintiffs and class members purchased JUUL products for personal purposes.

11 2408. Defendants created and implemented a scheme to create a market for e-cigarettes
12 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
13 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
14 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
15 misrepresenting or omitting key facts concerning JUUL products’ nicotine content and doses,
16 addictiveness, and significant risks of substantial physical injury from using JUUL products.

17 2409. Advertisements and representations for JUUL products contained deceptive
18 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
19 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
20 cigarettes. The advertisements and JLI’s public statements portrayed JUUL products as safe or
21 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
22 decades, JLI used third parties and word of mouth to spread false and misleading information
23 about JUUL products.

24 2410. Advertisements and representations for JUUL products concealed and failed to
25 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
26 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
27 addictive, posed significant risks of substantial physical injury resulting from the use of the
28 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine

1 consumed through a pack of combustible cigarettes.

2 2411. The labels on JUUL products failed to disclose that the products posed
3 significant risks of substantial physical injury resulting from the use of the products. The labels
4 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

5 2412. The omissions were misleading and deceptive standing alone and were
6 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
7 cigarettes and other representations.

8 2413. JUUL's advertising in the conduct of its business was fraudulent and deceptive
9 because the misrepresentations and omissions had the capacity, tendency, or effect of deceiving
10 reasonable consumers, including the Plaintiffs. Reasonable consumers, including the Plaintiffs,
11 would have found it material to their purchasing decisions that JUUL's products (i) were not
12 smoking cessation devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii)
13 were extremely potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed
14 unreasonable risks of substantial bodily injury resulting from the use of the products, and (vi)
15 that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a
16 pack of combustible cigarettes. Knowledge of these facts would have been a substantial factor
17 in Plaintiffs' and class members' decisions to purchase JUUL products.

18 2414. JLI owed Plaintiffs and class members a duty to disclose these facts because they
19 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
20 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
21 facts; because the facts would be material to reasonable consumers; because JLI actively
22 concealed them; because JLI intended for consumers to rely on the omissions in question;
23 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
24 made partial representations concerning the same subject matter as the omitted facts.

25 2415. As set forth in the allegations concerning each Plaintiff in Appendix A, in
26 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
27 Reasonable consumers would have been expected to have relied on the misrepresentations and
28 omissions.

1 2416. JLI and the Management Defendants engaged in fraudulent and deceptive
2 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
3 products were appropriate for minors, when in fact the products never should have been
4 marketed to minors and are especially harmful to minors due to the potent and addictive
5 nicotine doses, addictive qualities, and health risks.

6 2417. Defendants' conduct actually and proximately caused actual damages to
7 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
8 class members would have behaved differently and would not have purchased JUUL products
9 or would have paid less for them. Defendants' misrepresentations and omissions induced
10 Plaintiffs and class members to purchase JUUL products they would not otherwise have
11 purchased and enter into purchase contracts they would not otherwise have entered into. In
12 addition, class members who are minors are entitled to full repayment of the amounts they spent
13 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
14 actual damages or \$500, whichever is greater; treble damages; injunctive relief; and reasonable
15 attorneys' fees, as well as any other relief the Court may deem just or proper.

16 **c. Common Law Fraud**

17 2418. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

18 2419. This claim is brought against JLI.

19 2420. JUUL created and implemented a scheme to create a market for e-cigarettes and
20 substantially increase sales of JUUL through a pervasive pattern of false and misleading
21 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
22 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
23 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
24 addictiveness, and significant risks of substantial physical injury from using JUUL products.

25 2421. Advertisements and representations for JUUL products contained deceptive
26 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
27 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
28 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or

1 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
2 decades, JLI used third parties and word of mouth to spread false and misleading information
3 about JUUL products.

4 2422. Advertisements and representations for JUUL products concealed and failed to
5 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
6 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
7 addictive, posed significant risks of substantial physical injury resulting from the use of the
8 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
9 consumed through a pack of combustible cigarettes.

10 2423. The labels on JUUL products failed to disclose that the products posed
11 significant risks of substantial physical injury resulting from the use of the products. The labels
12 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

13 2424. The omissions were misleading and deceptive standing alone and were
14 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
15 cigarettes and other representations.

16 2425. JLI's conduct was fraudulent and deceptive because its misrepresentations and
17 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
18 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
19 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
20 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
21 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
22 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
23 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
24 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
25 Plaintiffs' and class members' decisions to purchase JUUL products.

26 2426. JLI owed Plaintiffs and class members a duty to disclose these facts because they
27 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
28 other than Plaintiffs and class members), who had exclusive and superior knowledge of the

1 facts; because the facts would be material to reasonable consumers; because JUUL products
2 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
3 representations concerning the same subject matter as the omitted facts.

4 2427. As set forth in the allegations concerning each Plaintiff in Appendix A, in
5 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
6 and/or omissions. Reasonable consumers would have been expected to have relied on the
7 misrepresentations and omissions.

8 2428. Defendants knew or should have known that their misrepresentations and/or
9 omissions were false and misleading, and intended for consumers to rely on such
10 misrepresentations and omissions.

11 2429. JLI knew that JUUL products were not safe or reasonable alternatives to
12 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
13 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
14 products.

15 2430. JUUL's conduct actually and proximately caused damages to Plaintiffs and class
16 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
17 differently and would not have purchased JUUL products or would have paid less for them.
18 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
19 JUUL products they would not otherwise have purchased and enter into purchase contracts they
20 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
21 member of the class damages in an amount to be proven at trial, as well as any other relief the
22 Court may deem just or proper.

23 **d. Breach of the Implied Warranty of Merchantability**

24 2431. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

25 2432. This claim is brought against JLI.

26 2433. JUUL has at all times been a merchant with respect to the products which were
27 sold to Plaintiff and the class and was in the business of selling such products.

28 2434. Each JUUL product sold by JUUL comes with an implied warranty that it will

1 merchantable and fit for the ordinary purpose for which it would be used. N.Y. U.C.C. Law
2 § 2-314. JUUL has breached its implied warranty of merchantability because its products were
3 not in merchantable condition when sold, were defective when sold, did not conform to the
4 promises and affirmations of fact made on the products' containers or labels, and/or do not
5 possess even the most basic degree of fitness for ordinary use.

6 2435. The ordinary intended purpose of JUUL's products—and the purpose for which
7 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
8 products are not fit for that use—or any other use—because they (i) were not smoking cessation
9 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
10 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
11 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
12 products are not fit for their ordinary, intended use as either cigarette replacement devices or
13 recreation smoking devices.

14 2436. Plaintiffs and each member of the class have had sufficient direct dealings with
15 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
16 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
17 each member of the class, on the other hand.

18 2437. Further, Plaintiffs and each member of the class were third-party beneficiaries of
19 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
20 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
21 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
22 the express purpose an intent of being sold to consumers.

23 2438. Plaintiffs and the members of the class were injured as a direct and proximate
24 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
25 the New York Direct Purchaser Subclass were damaged as a result of JUUL's breach of its
26 implied warranty of merchantability because, had they been aware of the unmerchantable
27 condition of JUUL products, they would not have purchased JUUL products, or would have
28 paid less for them. Plaintiffs seek damages in an amount to be proven at trial, as well as any

1 other relief the Court may deem just or proper.

2 2439. JUUL was provided notice of these issues by numerous complaints filed against
3 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
4 individual letters and communications sent by consumers before or within a reasonable amount
5 of time after they discovered or should have discovered that's JUUL product were defective and
6 unmerchantable.

7 **e. Unjust Enrichment**

8 2440. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

9 2441. This claim is brought against JLI and the Management Defendants.

10 2442. Defendants created and implemented a scheme to create a market for e-cigarettes
11 and substantially increase sales of JUUL products through a pervasive pattern of false and
12 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
13 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
14 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
15 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
16 products.

17 2443. Defendants were unjustly enriched as a result of their wrongful conduct,
18 including through the false and misleading advertisements and omissions regarding (i) whether
19 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
20 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
21 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
22 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
23 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
24 enriched through their scheme of marketing their products to minors. N.Y. Pub. Health Law
25 §§ 1399-cc(2), 1399-bb(4), and 1399-bb(5) prohibit the marketing and sale of JUUL products to
26 minors.

27 2444. Defendants requested and received a measurable benefit at the expense of
28 Plaintiffs and class members in the form of payment for JUUL products.

1 2445. Defendants appreciated, recognized, and chose to accept the monetary benefits
2 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
3 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

4 2446. There is no justification for Defendants' enrichment. It would be inequitable,
5 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
6 benefits were procured as a result of their wrongful conduct.

7 2447. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
8 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
9 with Defendant.

10 2448. Plaintiffs plead this claim separately as well as in the alternative to their other
11 claims, as without such claims they would have no adequate legal remedy.

12 **33. North Carolina**

13 2449. Plaintiffs bring each of the following claims on behalf of the North Carolina
14 Subclass under North Carolina law

15 **a. Violation of the North Carolina Unfair & Deceptive Trade**
16 **Practices Act (N.C. Gen. Stat. §§ 75-1.1, et seq.)**

17 2450. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

18 2451. This claim is brought against JLI and, for certain unfair and/or unconscionable
19 conduct claims as noted below, all Defendants.

20 2452. Plaintiffs and class members purchased JUUL products for personal purposes.

21 2453. Defendants created and implemented a scheme to create a market for e-cigarettes
22 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
23 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
24 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
25 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
26 addictiveness, and significant risks of substantial physical injury from using JUUL products.

27 2454. Advertisements and representations for JUUL products contained deceptive
28 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives

1 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
2 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
3 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
4 decades, JLI used third parties and word of mouth to spread false and misleading information
5 about JUUL products.

6 2455. Advertisements and representations for JUUL products concealed and failed to
7 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
8 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
9 addictive, posed significant risks of substantial physical injury resulting from the use of the
10 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
11 consumed through a pack of combustible cigarettes.

12 2456. The labels on JUUL products failed to disclose that the products posed
13 significant risks of substantial physical injury resulting from the use of the products. The labels
14 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

15 2457. The omissions were misleading and deceptive standing alone and were
16 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
17 cigarettes and other representations.

18 2458. JLI's conduct was unfair and unconscionable in that it included (i) the
19 manufacture and sale of products with a heightened propensity to cause addiction and physical
20 injuries and (ii) misrepresentations and omissions of material facts concerning the
21 characteristics and safety of JUUL products that offended public policy; were immoral,
22 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
23 substantial harm that greatly outweighs any possible utility from the conduct.

24 2459. JLI's conduct was fraudulent and deceptive because the misrepresentations and
25 omissions had the tendency or capacity to mislead or created the likelihood of deception of
26 average consumers such as including the Plaintiffs. Reasonable consumers, including the
27 Plaintiffs, would have found it material to their purchasing decisions that JUUL's products (i)
28 were not smoking cessation devices, (ii) were not reasonable alternatives to combustible

1 cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were powerfully
2 addictive, (v) posed unreasonable risks of substantial bodily injury resulting from the use of the
3 products, and (vi) that the nicotine consumed through one JUUL pod exceeded the nicotine
4 consumed through a pack of combustible cigarettes. Knowledge of these facts would have been
5 a substantial factor in Plaintiffs' and class members' decisions to purchase JUUL products.

6 2460. JLI owed Plaintiffs and class members a duty to disclose these facts because they
7 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
8 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
9 facts; because the facts would be material to reasonable consumers; because JLI actively
10 concealed them; because JLI intended for consumers to rely on the omissions in question;
11 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
12 made partial representations concerning the same subject matter as the omitted facts.

13 2461. As set forth in the allegations concerning each Plaintiff in Appendix A, in
14 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
15 Reasonable consumers would have been expected to have relied on the misrepresentations and
16 omissions.

17 2462. JLI and the Management Defendants engaged in fraudulent and deceptive
18 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
19 products were appropriate for minors, when in fact the products never should have been
20 marketed to minors and are especially harmful to minors due to the potent and addictive
21 nicotine doses, addictive qualities, and health risks.

22 2463. In addition, all Defendants engaged in unfair and unconscionable conduct
23 because the targeting of minors offends public policy (in particular N.C. Gen. Stat. § 14-313(b)
24 and N.C. Gen. Stat. § 14-313(b2); is immoral, unethical, oppressive, outrageous, unscrupulous,
25 and substantially injurious; and has caused substantial harm that greatly outweighs any possible
26 utility from the conduct.

27 2464. As alleged above, all Defendants participated and/or facilitated the marketing of
28 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI

1 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
2 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
3 use of JUUL products by minors continues to rise.

4 2465. Defendants' conduct, alleged herein, was in and affected commerce since the
5 conduct was part and parcel of Defendants' business activities related to the sale of JUUL
6 products.

7 2466. Defendants' conduct actually and proximately caused actual damages to
8 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
9 class members would have behaved differently and would not have purchased JUUL products
10 or would have paid less for them. Defendants' misrepresentations and omissions induced
11 Plaintiffs and class members to purchase JUUL products they would not otherwise have
12 purchased and enter into purchase contracts they would not otherwise have entered into. In
13 addition, class members who are minors are entitled to full repayment of the amounts they spent
14 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
15 three times damages, injunctive relief, and reasonable attorneys' fees, as well as any other relief
16 the Court may deem just or proper.

17 **b. Common Law Fraud**

18 2467. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

19 2468. This claim is brought against JLI.

20 2469. JUUL created and implemented a scheme to create a market for e-cigarettes and
21 substantially increase sales of JUUL through a pervasive pattern of false and misleading
22 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
23 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
24 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
25 addictiveness, and significant risks of substantial physical injury from using JUUL products.

26 2470. Advertisements and representations for JUUL products contained deceptive
27 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
28 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible

1 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
2 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
3 decades, JLI used third parties and word of mouth to spread false and misleading information
4 about JUUL products.

5 2471. Advertisements and representations for JUUL products concealed and failed to
6 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
7 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
8 addictive, posed significant risks of substantial physical injury resulting from the use of the
9 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
10 consumed through a pack of combustible cigarettes.

11 2472. The labels on JUUL products failed to disclose that the products posed
12 significant risks of substantial physical injury resulting from the use of the products. The labels
13 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

14 2473. The omissions were misleading and deceptive standing alone and were
15 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
16 cigarettes and other representations.

17 2474. JLI's conduct was fraudulent and deceptive because its misrepresentations and
18 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
19 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
20 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
21 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
22 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
23 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
24 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
25 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
26 Plaintiffs' and class members' decisions to purchase JUUL products.

27 2475. JLI owed Plaintiffs and class members a duty to disclose these facts because they
28 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties

1 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
2 facts; because the facts would be material to reasonable consumers; because JUUL products
3 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
4 representations concerning the same subject matter as the omitted facts.

5 2476. As set forth in the allegations concerning each Plaintiff in Appendix A, in
6 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
7 and/or omissions. Reasonable consumers would have been expected to have relied on the
8 misrepresentations and omissions.

9 2477. Defendants knew or should have known that their misrepresentations and/or
10 omissions were false and misleading, and intended for consumers to rely on such
11 misrepresentations and omissions.

12 2478. JLI knew that JUUL products were not safe or reasonable alternatives to
13 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
14 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
15 products.

16 2479. JUUL's conduct actually and proximately caused damages to Plaintiffs and class
17 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
18 differently and would not have purchased JUUL products or would have paid less for them.
19 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
20 JUUL products they would not otherwise have purchased and enter into purchase contracts they
21 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
22 member of the class damages in an amount to be proven at trial, as well as any other relief the
23 Court may deem just or proper.

24 **c. Breach of the Implied Warranty of Merchantability**

25 2480. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

26 2481. This claim is brought against JLI.

27 2482. JUUL has at all times been a merchant with respect to the products which were
28 sold to Plaintiff and the class and was in the business of selling such products.

1 2483. Each JUUL product sold by JUUL comes with an implied warranty that it will
2 merchantable and fit for the ordinary purpose for which it would be used. N.C. GEN. STAT.
3 § 25-2-314. JUUL has breached its implied warranty of merchantability because its products
4 were not in merchantable condition when sold, were defective when sold, did not conform to the
5 promises and affirmations of fact made on the products' containers or labels, and/or do not
6 possess even the most basic degree of fitness for ordinary use.

7 2484. The ordinary intended purpose of JUUL's products—and the purpose for which
8 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
9 products are not fit for that use—or any other use—because they (i) were not smoking cessation
10 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
11 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
12 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
13 products are not fit for their ordinary, intended use as either cigarette replacement devices or
14 recreation smoking devices.

15 2485. Plaintiffs and each member of the class have had sufficient direct dealings with
16 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
17 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
18 each member of the class, on the other hand.

19 2486. Further, Plaintiffs and each member of the class were third-party beneficiaries of
20 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
21 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
22 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
23 the express purpose an intent of being sold to consumers.

24 2487. Plaintiffs and the members of the class were injured as a direct and proximate
25 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
26 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
27 because, had they been aware of the unmerchantable condition of JUUL products, they would
28 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages

1 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

2 2488. JUUL was provided notice of these issues by numerous complaints filed against
3 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
4 individual letters and communications sent by consumers before or within a reasonable amount
5 of time after they discovered or should have discovered that's JUUL product were defective and
6 unmerchantable.

7 **d. Unjust Enrichment**

8 2489. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

9 2490. This claim is brought against JLI and the Management Defendants.

10 2491. Defendants created and implemented a scheme to create a market for e-cigarettes
11 and substantially increase sales of JUUL products through a pervasive pattern of false and
12 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
13 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
14 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
15 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
16 products.

17 2492. Defendants were unjustly enriched as a result of their wrongful conduct,
18 including through the false and misleading advertisements and omissions regarding (i) whether
19 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
20 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
21 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
22 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
23 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
24 enriched through their scheme of marketing their products to minors. N.C. Gen. Stat. § 14-
25 313(b) and N.C. Gen. Stat. § 14-313(b2) prohibit the marketing and sale of JUUL products to
26 minors.

27 2493. Defendants requested and received a measurable benefit at the expense of
28 Plaintiffs and class members in the form of payment for JUUL products.

1 2494. Defendants appreciated, recognized, and chose to accept the monetary benefits
2 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
3 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

4 2495. There is no justification for Defendants' enrichment. It would be inequitable,
5 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
6 benefits were procured as a result of their wrongful conduct.

7 2496. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
8 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
9 with Defendant.

10 2497. Plaintiffs plead this claim separately as well as in the alternative to their other
11 claims, as without such claims they would have no adequate legal remedy.

12 **34. North Dakota**

13 2498. Plaintiffs bring each of the following claims on behalf of the North Dakota
14 Subclass under North Dakota law.

15 **a. Violation of North Dakota Consumer Fraud Act (N.D. Cent.**
16 **Code § 51-15-01, et seq.)**

17 2499. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

18 2500. This claim is brought against JLI, and for certain unfair and unconscionable
19 conduct claims, all Defendants.

20 2501. Plaintiffs and class members purchased JUUL products for personal purposes.

21 2502. Defendants created and implemented a scheme to create a market for e-cigarettes
22 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
23 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
24 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
25 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
26 addictiveness, and significant risks of substantial physical injury from using JUUL products.

27 2503. Advertisements and representations for JUUL products contained deceptive
28 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives

1 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
2 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
3 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
4 decades, JLI used third parties and word of mouth to spread false and misleading information
5 about JUUL products.

6 2504. Advertisements and representations for JUUL products concealed and failed to
7 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
8 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
9 addictive, posed significant risks of substantial physical injury resulting from the use of the
10 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
11 consumed through a pack of combustible cigarettes.

12 2505. The labels on JUUL products failed to disclose that the products posed
13 significant risks of substantial physical injury resulting from the use of the products. The labels
14 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

15 2506. The omissions were misleading and deceptive standing alone and were
16 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
17 cigarettes and other representations.

18 2507. JLI's conduct was unfair and unconscionable in that it included (i) the
19 manufacture and sale of products with a heightened propensity to cause addiction and physical
20 injuries and (ii) misrepresentations and omissions of material facts concerning the
21 characteristics and safety of JUUL products that offended public policy; were immoral,
22 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
23 substantial harm that greatly outweighs any possible utility from the conduct.

24 2508. JLI's conduct was fraudulent and deceptive because the misrepresentations and
25 omissions at issue were likely to, and in fact did, deceive reasonable consumers, including the
26 Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to their
27 purchasing decisions that JUUL's products (i) were not smoking cessation devices, (ii) were not
28 reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-delivery

1 mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily
2 injury resulting from the use of the products, and (vi) that the nicotine consumed through one
3 JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes.
4 Knowledge of these facts would have been a substantial factor in Plaintiffs' and class members'
5 decisions to purchase JUUL products.

6 2509. JLI owed Plaintiffs and class members a duty to disclose these facts because they
7 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
8 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
9 facts; because the facts would be material to reasonable consumers; because JLI actively
10 concealed them; because JLI intended for consumers to rely on the omissions in question;
11 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
12 made partial representations concerning the same subject matter as the omitted facts.

13 2510. JLI and the Management Defendants engaged in fraudulent and deceptive
14 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
15 products were appropriate for minors, when in fact the products never should have been
16 marketed to minors and are especially harmful to minors due to the potent and addictive
17 nicotine doses, addictive qualities, and health risks.

18 2511. In addition, all Defendants engaged in unfair and unconscionable conduct
19 because the targeting of minors offends public policy (in particular N.D. Cent. Code § 12.1-31-
20 03(1)(a)) is immoral, unethical, oppressive, outrageous, unscrupulous, and substantially
21 injurious; and has caused substantial harm that greatly outweighs any possible utility from the
22 conduct.

23 2512. As alleged above, all Defendants participated and/or facilitated the marketing of
24 JUUL products to minors and took no action to curb the use of JUUL products by minors.
25 JUUL has continued the unconscionable practices that Defendants implemented, facilitated,
26 and/or did not take adequate steps to end. As a result, the use of JUUL products by minors
27 continues to rise.

28 2513. Defendants knew or should have known that their misrepresentations and/or

1 omissions were false and misleading, and intended for consumers to rely on such
2 misrepresentations and omissions.

3 2514. Defendants' conduct actually and proximately caused actual damages to
4 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
5 class members would have behaved differently and would not have purchased JUUL products
6 or would have paid less for them. Defendants' misrepresentations and omissions induced
7 Plaintiffs and class members to purchase JUUL products they would not otherwise have
8 purchased and enter into purchase contracts they would not otherwise have entered into. In
9 addition, class members who are minors are entitled to full repayment of the amounts they spent
10 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
11 three times actual damages, injunctive relief, and reasonable attorneys' fees, as well as any other
12 relief the Court may deem just or proper.

13 **b. Violation of North Dakota False Advertising Law (N.D. Cent.**
14 **Code § 51-12-08)**

15 2515. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

16 2516. This claim is brought against JLI.

17 2517. Plaintiffs and class members purchased JUUL products for personal purposes.

18 2518. Defendants created and implemented a scheme to create a market for e-cigarettes
19 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
20 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
21 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
22 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
23 addictiveness, and significant risks of substantial physical injury from using JUUL products.

24 2519. Advertisements and representations for JUUL products contained deceptive
25 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
26 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
27 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
28 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous

1 decades, JLI used third parties and word of mouth to spread false and misleading information
2 about JUUL products.

3 2520. Advertisements and representations for JUUL products concealed and failed to
4 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
5 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
6 addictive, posed significant risks of substantial physical injury resulting from the use of the
7 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
8 consumed through a pack of combustible cigarettes.

9 2521. The labels on JUUL products failed to disclose that the products posed
10 significant risks of substantial physical injury resulting from the use of the products. The labels
11 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

12 2522. The omissions were misleading and deceptive standing alone and were
13 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
14 cigarettes and other representations.

15 2523. JUUL's conduct constituted the following prohibited practices: making or
16 disseminating or causing to be made or disseminated before the public in North Dakota, in any
17 newspaper or other publication, or any advertising device, or by public outcry or proclamation,
18 or in any other manner or means whatever, statements, concerning such real or personal
19 property or services, professional or otherwise or concerning any circumstance or matter of fact
20 connected with the proposed performance or disposition thereof, which is untrue or misleading.

21 2524. JLI's conduct was likely to, and in fact did, deceive reasonable consumers
22 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
23 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
24 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
25 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
26 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
27 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
28 combustible cigarettes. Knowledge of these facts would have been a substantial factor in

1 Plaintiffs' and class members' decisions to purchase JUUL products.

2 2525. JLI owed Plaintiffs and class members a duty to disclose these facts because they
3 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
4 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
5 facts; because the facts would be material to reasonable consumers; because JLI actively
6 concealed them; because JLI intended for consumers to rely on the omissions in question;
7 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
8 made partial representations concerning the same subject matter as the omitted facts.

9 2526. Defendants knew or should have known that their misrepresentations and/or
10 omissions were false and misleading, and intended for consumers to rely on such
11 misrepresentations and omissions.

12 2527. Defendants' conduct actually and proximately caused actual damages to
13 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
14 class members would have behaved differently and would not have purchased JUUL products
15 or would have paid less for them. Defendants' misrepresentations and omissions induced
16 Plaintiffs and class members to purchase JUUL products they would not otherwise have
17 purchased and enter into purchase contracts they would not otherwise have entered into. In
18 addition, class members who are minors are entitled to full repayment of the amounts they spent
19 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
20 injunctive relief and reasonable attorneys' fees, as well as any other relief the Court may deem
21 just or proper.

22 **c. Common Law Fraud**

23 2528. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

24 2529. This claim is brought against JLI.

25 2530. JUUL created and implemented a scheme to create a market for e-cigarettes and
26 substantially increase sales of JUUL through a pervasive pattern of false and misleading
27 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
28 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while

1 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
2 addictiveness, and significant risks of substantial physical injury from using JUUL products.

3 2531. Advertisements and representations for JUUL products contained deceptive
4 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
5 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
6 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
7 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
8 decades, JLI used third parties and word of mouth to spread false and misleading information
9 about JUUL products.

10 2532. Advertisements and representations for JUUL products concealed and failed to
11 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
12 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
13 addictive, posed significant risks of substantial physical injury resulting from the use of the
14 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
15 consumed through a pack of combustible cigarettes.

16 2533. The labels on JUUL products failed to disclose that the products posed
17 significant risks of substantial physical injury resulting from the use of the products. The labels
18 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

19 2534. The omissions were misleading and deceptive standing alone and were
20 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
21 cigarettes and other representations.

22 2535. JLI's conduct was fraudulent and deceptive because its misrepresentations and
23 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
24 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
25 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
26 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
27 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
28 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine

1 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
2 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
3 Plaintiffs' and class members' decisions to purchase JUUL products.

4 2536. JLI owed Plaintiffs and class members a duty to disclose these facts because they
5 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
6 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
7 facts; because the facts would be material to reasonable consumers; because JUUL products
8 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
9 representations concerning the same subject matter as the omitted facts.

10 2537. As set forth in the allegations concerning each Plaintiff in Appendix A, in
11 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
12 and/or omissions. Reasonable consumers would have been expected to have relied on the
13 misrepresentations and omissions.

14 2538. Defendants knew or should have known that their misrepresentations and/or
15 omissions were false and misleading, and intended for consumers to rely on such
16 misrepresentations and omissions.

17 2539. JLI knew that JUUL products were not safe or reasonable alternatives to
18 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
19 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
20 products.

21 2540. JUUL's conduct actually and proximately caused damages to Plaintiffs and class
22 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
23 differently and would not have purchased JUUL products or would have paid less for them.
24 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
25 JUUL products they would not otherwise have purchased and enter into purchase contracts they
26 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
27 member of the class damages in an amount to be proven at trial, as well as any other relief the
28 Court may deem just or proper.

d. Breach of the Implied Warranty of Merchantability

2541. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

2542. This claim is brought against JLI.

2543. JUUL has at all times been a merchant with respect to the products which were sold to Plaintiff and the class and was in the business of selling such products.

2544. Each JUUL product sold by JUUL comes with an implied warranty that it will be merchantable and fit for the ordinary purpose for which it would be used. N.D. Cent. Code § 41-02-32. JUUL has breached its implied warranty of merchantability because its products were not in merchantable condition when sold, were defective when sold, did not conform to the promises and affirmations of fact made on the products' containers or labels, and/or do not possess even the most basic degree of fitness for ordinary use.

2545. The ordinary intended purpose of JUUL's products—and the purpose for which they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's products are not fit for that use—or any other use—because they (i) were not smoking cessation devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's products are not fit for their ordinary, intended use as either cigarette replacement devices or recreation smoking devices.

2546. Plaintiffs and each member of the class have had sufficient direct dealings with either JUUL via its website or its agents (including distributors, dealers, and sellers authorized by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and each member of the class, on the other hand.

2547. Further, Plaintiffs and each member of the class were third-party beneficiaries of JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with the express purpose and intent of being sold to consumers.

1 2548. Plaintiffs and the members of the class were injured as a direct and proximate
2 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
3 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
4 because, had they been aware of the unmerchantable condition of JUUL products, they would
5 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
6 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

7 2549. JUUL was provided notice of these issues by numerous complaints filed against
8 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
9 individual letters and communications sent by consumers before or within a reasonable amount
10 of time after they discovered or should have discovered that's JUUL product were defective and
11 unmerchantable.

12 **e. Unjust Enrichment**

13 2550. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

14 2551. This claim is brought against JLI and the Management Defendants.

15 2552. Defendants created and implemented a scheme to create a market for e-cigarettes
16 and substantially increase sales of JUUL products through a pervasive pattern of false and
17 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
18 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
19 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
20 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
21 products.

22 2553. Defendants were unjustly enriched as a result of their wrongful conduct,
23 including through the false and misleading advertisements and omissions regarding (i) whether
24 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
25 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
26 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
27 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
28 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly

1 enriched through their scheme of marketing their products to minors. N.D. Cent. Code § 12.1-
2 31-03(1)(a) prohibits the marketing and sale of JUUL products to minors.

3 2554. Defendants requested and received a measurable benefit at the expense of
4 Plaintiffs and class members in the form of payment for JUUL products.

5 2555. Defendants appreciated, recognized, and chose to accept the monetary benefits
6 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
7 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

8 2556. There is no justification for Defendants' enrichment. It would be inequitable,
9 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
10 benefits were procured as a result of their wrongful conduct.

11 2557. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
12 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
13 with Defendant.

14 2558. Plaintiffs plead this claim separately as well as in the alternative to their other
15 claims, as without such claims they would have no adequate legal remedy.

16 **35. Ohio**

17 2559. Plaintiffs bring each of the following claims on behalf of the Ohio Subclass
18 under Ohio law

19 **a. Violation of the Ohio Consumer Sales Practices Act (Ohio**
20 **Rev. Code Ann. §§ 1345.01, et seq.)**

21 2560. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

22 2561. This claim is brought against JLI and, for certain unfair and/or unconscionable
23 conduct claims as noted below, all Defendants.

24 2562. Plaintiffs and class members purchased JUUL products for personal purposes.

25 2563. Defendants created and implemented a scheme to create a market for e-cigarettes
26 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
27 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
28 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while

1 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
2 addictiveness, and significant risks of substantial physical injury from using JUUL products.

3 2564. Advertisements and representations for JUUL products contained deceptive
4 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
5 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
6 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
7 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
8 decades, JLI used third parties and word of mouth to spread false and misleading information
9 about JUUL products.

10 2565. Advertisements and representations for JUUL products concealed and failed to
11 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
12 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
13 addictive, posed significant risks of substantial physical injury resulting from the use of the
14 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
15 consumed through a pack of combustible cigarettes.

16 2566. The labels on JUUL products failed to disclose that the products posed
17 significant risks of substantial physical injury resulting from the use of the products. The labels
18 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

19 2567. The omissions were misleading and deceptive standing alone and were
20 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
21 cigarettes and other representations.

22 2568. JLI's conduct was unfair and unconscionable in that it included (i) the
23 manufacture and sale of products with a heightened propensity to cause addiction and physical
24 injuries; (ii) misrepresentations and omissions of material facts concerning the characteristics
25 and safety of JUUL products; (iii) knowingly making a misleading statement of opinion on
26 which Plaintiffs and class members were likely to rely to their detriment; and (iv) knowingly
27 taking advantage of Plaintiffs' and class members' inability to protect their interests, due to their
28 ignorance regarding the actual characteristics of JUUL products, offended public policy; was

1 immoral, unethical, oppressive, and unscrupulous; caused substantial harm that greatly
2 outweighs any benefits associated with the conduct; and is marked by injustice.

3 2569. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
4 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
5 ingredients, uses, benefits, or quantities, which they do not have; or (b) misrepresenting that
6 JUUL products are of a particular standard, quality, or grade, or that goods are of a particular
7 style or model, when they are not.

8 2570. JLI's conduct was fraudulent and deceptive because the misrepresentations and
9 omissions had the tendency or capacity to mislead reasonable consumers including the
10 Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to their
11 purchasing decisions that JUUL's products (i) were not smoking cessation devices, (ii) were not
12 reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-delivery
13 mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily
14 injury resulting from the use of the products, and (vi) that the nicotine consumed through one
15 JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes.
16 Knowledge of these facts would have been a substantial factor in Plaintiffs' and class members'
17 decisions to purchase JUUL products.

18 2571. JLI owed Plaintiffs and class members a duty to disclose these facts because they
19 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
20 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
21 facts; because the facts would be material to reasonable consumers; because JLI actively
22 concealed them; because JLI intended for consumers to rely on the omissions in question;
23 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
24 made partial representations concerning the same subject matter as the omitted facts.

25 2572. Defendants knew or should have known that their misrepresentations and/or
26 omissions were false and misleading, and intended for consumers to rely on such
27 misrepresentations and omissions.

28 2573. JLI and the Management Defendants engaged in fraudulent and deceptive

1 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
2 products were appropriate for minors, when in fact the products never should have been
3 marketed to minors and are especially harmful to minors due to the potent and addictive
4 nicotine doses, addictive qualities, and health risks.

5 2574. In addition, all Defendants engaged in unfair and unconscionable conduct
6 because the targeting of minors offends public policy (in particular Ohio Rev. Code Ann.
7 § 2927.02(B)(1)) is immoral, unethical, oppressive, and unscrupulous; has caused substantial
8 harm that greatly outweighs any benefits associated with the conduct; is marked by injustice;
9 and takes advantage of minors' inability to protect their own interests.

10 2575. As alleged above, all Defendants participated and/or facilitated the marketing of
11 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
12 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
13 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
14 use of JUUL products by minors continues to rise.

15 2576. Defendants' conduct actually and proximately caused actual damages to
16 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
17 class members would have behaved differently and would not have purchased JUUL products
18 or would have paid less for them. Defendants' misrepresentations and omissions induced
19 Plaintiffs and class members to purchase JUUL products they would not otherwise have
20 purchased and enter into purchase contracts they would not otherwise have entered into. In
21 addition, class members who are minors are entitled to full repayment of the amounts they spent
22 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
23 actual economic damages and/or statutory damages, injunctive relief, and reasonable attorneys'
24 fees, as well as any other relief the Court may deem just or proper.

25 2577. Defendants had notice that their conduct was in violation based on prior rules
26 and/or case decisions, including litigation related to combustible cigarettes and subsequent
27 settlement agreements, and Ohio Rev. Code Ann. § 2927.02(B)(1) and Ohio Administrative
28 Code § 109:4-3-10 , which prohibit much of the conduct Defendants' engaged in with respect to

1 JUUL products.

2 **b. Violation of the Ohio Deceptive Trade Practices Act (Ohio**
3 **Rev. Code §§ 4165.01 - .04)**

4 2578. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

5 2579. This claim is brought against JLI.

6 2580. Plaintiffs and class members purchased JUUL products for personal purposes.

7 2581. Defendants created and implemented a scheme to create a market for e-cigarettes
8 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
9 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
10 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
11 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
12 addictiveness, and significant risks of substantial physical injury from using JUUL products.

13 2582. Advertisements and representations for JUUL products contained deceptive
14 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
15 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
16 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
17 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
18 decades, JLI used third parties and word of mouth to spread false and misleading information
19 about JUUL products.

20 2583. Advertisements and representations for JUUL products concealed and failed to
21 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
22 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
23 addictive, posed significant risks of substantial physical injury resulting from the use of the
24 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
25 consumed through a pack of combustible cigarettes.

26 2584. The labels on JUUL products failed to disclose that the products posed
27 significant risks of substantial physical injury resulting from the use of the products. The labels
28 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

1 2585. The omissions were misleading and deceptive standing alone and were
2 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
3 cigarettes and other representations.

4 2586. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
5 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
6 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
7 products are of a particular standard, quality, or grade, or that goods are of a particular style or
8 model, when they are not; and (c) advertising goods or services with intent not to sell them as
9 advertised.

10 2587. JUUL's conduct had the tendency to, were likely to, and in fact did, deceive
11 reasonable consumers including the Plaintiffs. Reasonable consumers, including the Plaintiffs,
12 would have found it material to their purchasing decisions that JUUL's products (i) were not
13 smoking cessation devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii)
14 were extremely potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed
15 unreasonable risks of substantial bodily injury resulting from the use of the products, and (vi)
16 that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a
17 pack of combustible cigarettes. Knowledge of these facts would have been a substantial factor
18 in Plaintiffs' and class members' decisions to purchase JUUL products.

19 2588. JLI owed Plaintiffs and class members a duty to disclose these facts because they
20 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
21 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
22 facts; because the facts would be material to reasonable consumers; because JLI actively
23 concealed them; because JLI intended for consumers to rely on the omissions in question;
24 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
25 made partial representations concerning the same subject matter as the omitted facts.

26 2589. Defendants' conduct actually and proximately caused actual damages to
27 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
28 class members would have behaved differently and would not have purchased JUUL products

1 or would have paid less for them. Defendants' misrepresentations and omissions induced
2 Plaintiffs and class members to purchase JUUL products they would not otherwise have
3 purchased and enter into purchase contracts they would not otherwise have entered into. In
4 addition, class members who are minors are entitled to full repayment of the amounts they spent
5 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
6 actual damages, injunctive relief, and reasonable attorneys' fees, as well as any other relief the
7 Court may deem just or proper.

8 **c. Common Law Fraud**

9 2590. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

10 2591. This claim is brought against JLI.

11 2592. JUUL created and implemented a scheme to create a market for e-cigarettes and
12 substantially increase sales of JUUL through a pervasive pattern of false and misleading
13 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
14 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
15 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
16 addictiveness, and significant risks of substantial physical injury from using JUUL products.

17 2593. Advertisements and representations for JUUL products contained deceptive
18 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
19 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
20 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
21 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
22 decades, JLI used third parties and word of mouth to spread false and misleading information
23 about JUUL products.

24 2594. Advertisements and representations for JUUL products concealed and failed to
25 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
26 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
27 addictive, posed significant risks of substantial physical injury resulting from the use of the
28 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine

1 consumed through a pack of combustible cigarettes.

2 2595. The labels on JUUL products failed to disclose that the products posed
3 significant risks of substantial physical injury resulting from the use of the products. The labels
4 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

5 2596. The omissions were misleading and deceptive standing alone and were
6 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
7 cigarettes and other representations.

8 2597. JLI's conduct was fraudulent and deceptive because its misrepresentations and
9 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
10 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
11 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
12 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
13 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
14 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
15 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
16 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
17 Plaintiffs' and class members' decisions to purchase JUUL products.

18 2598. JLI owed Plaintiffs and class members a duty to disclose these facts because they
19 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
20 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
21 facts; because the facts would be material to reasonable consumers; because JUUL products
22 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
23 representations concerning the same subject matter as the omitted facts.

24 2599. As set forth in the allegations concerning each Plaintiff in Appendix A, in
25 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
26 and/or omissions. Reasonable consumers would have been expected to have relied on the
27 misrepresentations and omissions.

28 2600. Defendants knew or should have known that their misrepresentations and/or

1 omissions were false and misleading, and intended for consumers to rely on such
2 misrepresentations and omissions.

3 2601. JLI knew that JUUL products were not safe or reasonable alternatives to
4 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
5 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
6 products.

7 2602. JUUL's conduct actually and proximately caused damages to Plaintiffs and class
8 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
9 differently and would not have purchased JUUL products or would have paid less for them.
10 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
11 JUUL products they would not otherwise have purchased and enter into purchase contracts they
12 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
13 member of the class damages in an amount to be proven at trial, as well as any other relief the
14 Court may deem just or proper.

15 **d. Breach of the Implied Warranty of Merchantability**

16 2603. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

17 2604. This claim is brought against JLI.

18 2605. JUUL has at all times been a merchant with respect to the products which were
19 sold to Plaintiff and the class and was in the business of selling such products.

20 2606. Each JUUL product sold by JUUL comes with an implied warranty that it will
21 merchantable and fit for the ordinary purpose for which it would be used. Ohio Rev. Code Ann.
22 § 1302.27. JUUL has breached its implied warranty of merchantability because its products
23 were not in merchantable condition when sold, were defective when sold, did not conform to the
24 promises and affirmations of fact made on the products' containers or labels, and/or do not
25 possess even the most basic degree of fitness for ordinary use.

26 2607. The ordinary intended purpose of JUUL's products—and the purpose for which
27 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
28 products are not fit for that use—or any other use—because they (i) were not smoking cessation

1 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
2 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
3 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
4 products are not fit for their ordinary, intended use as either cigarette replacement devices or
5 recreation smoking devices.

6 2608. Plaintiffs and each member of the class have had sufficient direct dealings with
7 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
8 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
9 each member of the class, on the other hand.

10 2609. Further, Plaintiffs and each member of the class were third-party beneficiaries of
11 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
12 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
13 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
14 the express purpose an intent of being sold to consumers.

15 2610. Plaintiffs and the members of the class were injured as a direct and proximate
16 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
17 the Ohio Direct Purchaser Subclass were damaged as a result of JUUL's breach of its implied
18 warranty of merchantability because, had they been aware of the unmerchantable condition of
19 JUUL products, they would not have purchased JUUL products, or would have paid less for
20 them. Plaintiffs seek damages in an amount to be proven at trial, as well as any other relief the
21 Court may deem just or proper.

22 2611. JUUL was provided notice of these issues by numerous complaints filed against
23 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
24 individual letters and communications sent by consumers before or within a reasonable amount
25 of time after they discovered or should have discovered that's JUUL product were defective and
26 unmerchantable.

27 **e. Unjust Enrichment**

28 2612. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

1 2613. This claim is brought against JLI and the Management Defendants.

2 2614. Defendants created and implemented a scheme to create a market for e-cigarettes
3 and substantially increase sales of JUUL products through a pervasive pattern of false and
4 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
5 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
6 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
7 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
8 products.

9 2615. Defendants were unjustly enriched as a result of their wrongful conduct,
10 including through the false and misleading advertisements and omissions regarding (i) whether
11 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
12 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
13 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
14 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
15 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
16 enriched through their scheme of marketing their products to minors. Ohio Rev. Code Ann.
17 § 2927.02(B)(1) prohibits the marketing and sale of JUUL products to minors.

18 2616. Defendants requested and received a measurable benefit at the expense of
19 Plaintiffs and class members in the form of payment for JUUL products.

20 2617. Defendants appreciated, recognized, and chose to accept the monetary benefits
21 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
22 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

23 2618. There is no justification for Defendants' enrichment. It would be inequitable,
24 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
25 benefits were procured as a result of their wrongful conduct.

26 2619. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
27 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
28 with Defendant.

1 2620. Plaintiffs plead this claim separately as well as in the alternative to their other
2 claims, as without such claims they would have no adequate legal remedy.

3 **36. Oklahoma**

4 2621. Plaintiffs bring each of the following claims on behalf of the Oklahoma Subclass
5 under Oklahoma law

6 **a. Violation of the Oklahoma Consumer Protection Act (Okla.**
7 **Stat. tit. 15, §§ 751, et seq.)**

8 2622. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

9 2623. This claim is brought against JLI and, for certain unfair and/or unconscionable
10 conduct claims as noted below, all Defendants.

11 2624. Plaintiffs and class members purchased JUUL products for purposes that are
12 personal, household, or business oriented.

13 2625. Defendants created and implemented a scheme to create a market for e-cigarettes
14 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
15 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
16 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
17 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
18 addictiveness, and significant risks of substantial physical injury from using JUUL products.

19 2626. Advertisements and representations for JUUL products contained deceptive
20 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
21 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
22 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
23 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
24 decades, JLI used third parties and word of mouth to spread false and misleading information
25 about JUUL products.

26 2627. Advertisements and representations for JUUL products concealed and failed to
27 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
28 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully

1 addictive, posed significant risks of substantial physical injury resulting from the use of the
2 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
3 consumed through a pack of combustible cigarettes.

4 2628. The labels on JUUL products failed to disclose that the products posed
5 significant risks of substantial physical injury resulting from the use of the products. The labels
6 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

7 2629. The omissions were misleading and deceptive standing alone and were
8 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
9 cigarettes and other representations.

10 2630. JLI's conduct was unfair and unconscionable in that it included (i) the
11 manufacture and sale of products with a heightened propensity to cause addiction and physical
12 injuries and (ii) misrepresentations and omissions of material facts concerning the
13 characteristics and safety of JUUL products that offended public policy; were immoral,
14 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
15 substantial harm that greatly outweighs any possible utility from the conduct.

16 2631. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
17 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
18 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
19 products are of a particular standard, or that goods are of a particular style or model, when they
20 are not; and (c) advertising goods or services with intent not to sell them as advertised.

21 2632. JLI's conduct was fraudulent and deceptive because the misrepresentations and
22 omissions have deceived or could reasonably be expected to deceive or mislead a person to the
23 detriment of that person, including the Plaintiffs. Reasonable consumers, including the
24 Plaintiffs, would have found it material to their purchasing decisions that JUUL's products (i)
25 were not smoking cessation devices, (ii) were not reasonable alternatives to combustible
26 cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were powerfully
27 addictive, (v) posed unreasonable risks of substantial bodily injury resulting from the use of the
28 products, and (vi) that the nicotine consumed through one JUUL pod exceeded the nicotine

1 consumed through a pack of combustible cigarettes. Knowledge of these facts would have been
2 a substantial factor in Plaintiffs' and class members' decisions to purchase JUUL products.

3 2633. JLI owed Plaintiffs and class members a duty to disclose these facts because they
4 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
5 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
6 facts; because the facts would be material to reasonable consumers; because JLI actively
7 concealed them; because JLI intended for consumers to rely on the omissions in question;
8 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
9 made partial representations concerning the same subject matter as the omitted facts.

10 2634. JLI and the Management Defendants engaged in fraudulent and deceptive
11 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
12 products were appropriate for minors, when in fact the products never should have been
13 marketed to minors and are especially harmful to minors due to the potent and addictive
14 nicotine doses, addictive qualities, and health risks.

15 2635. In addition, all Defendants engaged in unfair and unconscionable conduct
16 because the targeting of minors offends public policy (in particular 63 Okl. St. §§ 1-229.13, 1-
17 229.26); is immoral, unethical, oppressive, outrageous, unscrupulous, and substantially
18 injurious; and has caused substantial harm that greatly outweighs any possible utility from the
19 conduct.

20 2636. As alleged above, all Defendants participated and/or facilitated the marketing of
21 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
22 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
23 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
24 use of JUUL products by minors continues to rise.

25 2637. Defendants' conduct actually and proximately caused actual damages to
26 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
27 class members would have behaved differently and would not have purchased JUUL products
28 or would have paid less for them. Defendants' misrepresentations and omissions induced

1 Plaintiffs and class members to purchase JUUL products they would not otherwise have
2 purchased and enter into purchase contracts they would not otherwise have entered into. In
3 addition, class members who are minors are entitled to full repayment of the amounts they spent
4 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
5 actual damages, injunctive relief, and reasonable attorneys’ fees, as well as any other relief the
6 Court may deem just or proper.

7 **b. Violation of the Oklahoma Deceptive Trade Practices Act**
8 **(Okla. Stat. tit. 78, §§ 51, et seq.)**

9 2638. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

10 2639. This claim is brought against JLI.

11 2640. Plaintiffs and class members purchased JUUL products for purposes that are
12 personal, household, or business oriented.

13 2641. Defendants created and implemented a scheme to create a market for e-cigarettes
14 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
15 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
16 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
17 misrepresenting or omitting key facts concerning JUUL products’ nicotine content and doses,
18 addictiveness, and significant risks of substantial physical injury from using JUUL products.

19 2642. Advertisements and representations for JUUL products contained deceptive
20 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
21 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
22 cigarettes. The advertisements and JLI’s public statements portrayed JUUL products as safe or
23 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
24 decades, JLI used third parties and word of mouth to spread false and misleading information
25 about JUUL products.

26 2643. Advertisements and representations for JUUL products concealed and failed to
27 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
28 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully

1 addictive, posed significant risks of substantial physical injury resulting from the use of the
2 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
3 consumed through a pack of combustible cigarettes.

4 2644. The labels on JUUL products failed to disclose that the products posed
5 significant risks of substantial physical injury resulting from the use of the products. The labels
6 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

7 2645. The omissions were misleading and deceptive standing alone and were
8 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
9 cigarettes and other representations.

10 2646. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
11 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
12 ingredients, uses, benefits, or quantities, which they do not have and (b) misrepresenting that
13 JUUL products are of a particular standard, or that goods are of a particular style or model,
14 when they are not.

15 2647. JUUL's conduct has deceived or could reasonably be expected to deceive or
16 mislead a person to the detriment of that person, including the Plaintiffs. Reasonable
17 consumers, including the Plaintiffs, would have found it material to their purchasing decisions
18 that JUUL's products (i) were not smoking cessation devices, (ii) were not reasonable
19 alternatives to combustible cigarettes, (iii) were extremely potent nicotine-delivery mechanisms,
20 (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily injury
21 resulting from the use of the products, and (vi) that the nicotine consumed through one JUUL
22 pod exceeded the nicotine consumed through a pack of combustible cigarettes. Knowledge of
23 these facts would have been a substantial factor in Plaintiffs' and class members' decisions to
24 purchase JUUL products.

25 2648. JLI owed Plaintiffs and class members a duty to disclose these facts because they
26 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
27 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
28 facts; because the facts would be material to reasonable consumers; because JLI actively

1 concealed them; because JLI intended for consumers to rely on the omissions in question;
2 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
3 made partial representations concerning the same subject matter as the omitted facts.

4 2649. Defendants' conduct actually and proximately caused actual damages to
5 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
6 class members would have behaved differently and would not have purchased JUUL products
7 or would have paid less for them. Defendants' misrepresentations and omissions induced
8 Plaintiffs and class members to purchase JUUL products they would not otherwise have
9 purchased and enter into purchase contracts they would not otherwise have entered into. In
10 addition, class members who are minors are entitled to full repayment of the amounts they spent
11 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
12 actual damages, injunctive relief, and reasonable attorneys' fees, as well as any other relief the
13 Court may deem just or proper.

14 **c. Common Law Fraud**

15 2650. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

16 2651. This claim is brought against JLI.

17 2652. JUUL created and implemented a scheme to create a market for e-cigarettes and
18 substantially increase sales of JUUL through a pervasive pattern of false and misleading
19 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
20 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
21 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
22 addictiveness, and significant risks of substantial physical injury from using JUUL products.

23 2653. Advertisements and representations for JUUL products contained deceptive
24 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
25 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
26 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
27 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
28 decades, JLI used third parties and word of mouth to spread false and misleading information

1 about JUUL products.

2 2654. Advertisements and representations for JUUL products concealed and failed to
3 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
4 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
5 addictive, posed significant risks of substantial physical injury resulting from the use of the
6 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
7 consumed through a pack of combustible cigarettes.

8 2655. The labels on JUUL products failed to disclose that the products posed
9 significant risks of substantial physical injury resulting from the use of the products. The labels
10 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

11 2656. The omissions were misleading and deceptive standing alone and were
12 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
13 cigarettes and other representations.

14 2657. JLI's conduct was fraudulent and deceptive because its misrepresentations and
15 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
16 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
17 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
18 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
19 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
20 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
21 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
22 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
23 Plaintiffs' and class members' decisions to purchase JUUL products.

24 2658. JLI owed Plaintiffs and class members a duty to disclose these facts because they
25 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
26 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
27 facts; because the facts would be material to reasonable consumers; because JUUL products
28 pose an unreasonable risk of substantial bodily injury; and because JLI made partial

1 representations concerning the same subject matter as the omitted facts.

2 2659. As set forth in the allegations concerning each Plaintiff in Appendix A, in
3 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
4 and/or omissions. Reasonable consumers would have been expected to have relied on the
5 misrepresentations and omissions.

6 2660. Defendants knew or should have known that their misrepresentations and/or
7 omissions were false and misleading, and intended for consumers to rely on such
8 misrepresentations and omissions.

9 2661. JLI knew that JUUL products were not safe or reasonable alternatives to
10 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
11 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
12 products.

13 2662. JUUL's conduct actually and proximately caused damages to Plaintiffs and class
14 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
15 differently and would not have purchased JUUL products or would have paid less for them.
16 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
17 JUUL products they would not otherwise have purchased and enter into purchase contracts they
18 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
19 member of the class damages in an amount to be proven at trial, as well as any other relief the
20 Court may deem just or proper.

21 **d. Breach of the Implied Warranty of Merchantability**

22 2663. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

23 2664. This claim is brought against JLI.

24 2665. JUUL has at all times been a merchant with respect to the products which were
25 sold to Plaintiff and the class and was in the business of selling such products.

26 2666. Each JUUL product sold by JUUL comes with an implied warranty that it will
27 merchantable and fit for the ordinary purpose for which it would be used. Okla. Stat. tit. 12A
28 §§ 2A-212. JUUL has breached its implied warranty of merchantability because its products

1 were not in merchantable condition when sold, were defective when sold, did not conform to the
2 promises and affirmations of fact made on the products' containers or labels, and/or do not
3 possess even the most basic degree of fitness for ordinary use.

4 2667. The ordinary intended purpose of JUUL's products—and the purpose for which
5 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
6 products are not fit for that use—or any other use—because they (i) were not smoking cessation
7 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
8 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
9 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
10 products are not fit for their ordinary, intended use as either cigarette replacement devices or
11 recreation smoking devices.

12 2668. Plaintiffs and each member of the class have had sufficient direct dealings with
13 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
14 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
15 each member of the class, on the other hand.

16 2669. Further, Plaintiffs and each member of the class were third-party beneficiaries of
17 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
18 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
19 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
20 the express purpose an intent of being sold to consumers.

21 2670. Plaintiffs and the members of the class were injured as a direct and proximate
22 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
23 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
24 because, had they been aware of the unmerchantable condition of JUUL products, they would
25 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
26 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

27 2671. JUUL was provided notice of these issues by numerous complaints filed against
28 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous

1 individual letters and communications sent by consumers before or within a reasonable amount
2 of time after they discovered or should have discovered that's JUUL product were defective and
3 unmerchantable.

4 **e. Unjust Enrichment**

5 2672. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

6 2673. This claim is brought against JLI and the Management Defendants.

7 2674. Defendants created and implemented a scheme to create a market for e-cigarettes
8 and substantially increase sales of JUUL products through a pervasive pattern of false and
9 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
10 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
11 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
12 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
13 products.

14 2675. Defendants were unjustly enriched as a result of their wrongful conduct,
15 including through the false and misleading advertisements and omissions regarding (i) whether
16 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
17 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
18 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
19 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
20 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
21 enriched through their scheme of marketing their products to minors. 63 Okl. St. §§ 1-229.13, 1-
22 229.26 prohibit the marketing, sale, and transfer of JUUL products to minors.

23 2676. Defendants requested and received a measurable benefit at the expense of
24 Plaintiffs and class members in the form of payment for JUUL products.

25 2677. Defendants appreciated, recognized, and chose to accept the monetary benefits
26 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
27 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

28 2678. There is no justification for Defendants' enrichment. It would be inequitable,

1 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
2 benefits were procured as a result of their wrongful conduct.

3 2679. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
4 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
5 with Defendant.

6 2680. Plaintiffs plead this claim separately as well as in the alternative to their other
7 claims, as without such claims they would have no adequate legal remedy.

8 **37. Oregon**

9 2681. Plaintiffs bring each of the following claims on behalf of the Oregon Subclass
10 under Oregon law

11 **a. Violation of the Oregon Unfair Trade Practices Act (Or. Rev.**
12 **Stat. §§ 646.605, et seq.)**

13 2682. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

14 2683. This claim is brought against JLI.

15 2684. Plaintiffs and class members purchased JUUL products for personal purposes.

16 2685. Defendants created and implemented a scheme to create a market for e-cigarettes
17 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
18 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
19 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
20 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
21 addictiveness, and significant risks of substantial physical injury from using JUUL products.

22 2686. Advertisements and representations for JUUL products contained deceptive
23 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
24 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
25 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
26 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
27 decades, JLI used third parties and word of mouth to spread false and misleading information
28 about JUUL products.

1 2687. Advertisements and representations for JUUL products concealed and failed to
2 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
3 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
4 addictive, posed significant risks of substantial physical injury resulting from the use of the
5 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
6 consumed through a pack of combustible cigarettes.

7 2688. The labels on JUUL products failed to disclose that the products posed
8 significant risks of substantial physical injury resulting from the use of the products. The labels
9 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

10 2689. The omissions were misleading and deceptive standing alone and were
11 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
12 cigarettes and other representations.

13 2690. JLI's conduct was unfair and unconscionable in that it included (i) the
14 manufacture and sale of products with a heightened propensity to cause addiction and physical
15 injuries and (ii) misrepresentations and omissions of material facts concerning the
16 characteristics and safety of JUUL products that offended public policy; were immoral,
17 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
18 substantial harm that greatly outweighs any possible utility from the conduct.

19 2691. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
20 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
21 ingredients, uses, benefits, or quantities, which they do not have; and (b) misrepresenting that
22 JUUL products are of a particular standard, quality, or grade, or that goods are of a particular
23 style or model, when they are not.

24 2692. JUUL's conduct had a tendency to, was likely to, and in fact did, deceive
25 reasonable consumers, including the Plaintiffs. Reasonable consumers, including the Plaintiffs,
26 would have found it material to their purchasing decisions that JUUL's products (i) were not
27 smoking cessation devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii)
28 were extremely potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed

1 unreasonable risks of substantial bodily injury resulting from the use of the products, and (vi)
2 that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a
3 pack of combustible cigarettes. Knowledge of these facts would have been a substantial factor
4 in Plaintiffs' and class members' decisions to purchase JUUL products.

5 2693. JLI owed Plaintiffs and class members a duty to disclose these facts because they
6 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
7 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
8 facts; because the facts would be material to reasonable consumers; because JLI actively
9 concealed them; because JLI intended for consumers to rely on the omissions in question;
10 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
11 made partial representations concerning the same subject matter as the omitted facts.

12 2694. As set forth in the allegations concerning each Plaintiff in Appendix A, in
13 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
14 Reasonable consumers would have been expected to have relied on the misrepresentations and
15 omissions.

16 2695. Defendants knew or should have known that their misrepresentations and/or
17 omissions were false and misleading, and intended for consumers to rely on such
18 misrepresentations and omissions.

19 2696. In addition, all Defendants engaged in unfair and unconscionable conduct
20 because the targeting of minors offends public policy (in particular Or. Rev. Stat. Ann.
21 § 167.755(1)); is immoral, unethical, oppressive, outrageous, unscrupulous, and substantially
22 injurious; and has caused substantial harm that greatly outweighs any possible utility from the
23 conduct.

24 2697. As alleged above, all Defendants participated and/or facilitated the marketing of
25 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
26 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
27 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
28 use of JUUL products by minors continues to rise.

1 2698. Defendants' conduct actually and proximately caused loss of money or property
2 to Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs
3 and class members would have behaved differently and would not have purchased JUUL
4 products or would have paid less for them. Defendants' misrepresentations and omissions
5 induced Plaintiffs and class members to purchase JUUL products they would not otherwise have
6 purchased and enter into purchase contracts they would not otherwise have entered into. In
7 addition, class members who are minors are entitled to full repayment of the amounts they spent
8 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
9 actual damages or statutory damages of \$200, whichever is greater, injunctive relief, restitution,
10 and reasonable attorneys' fees, as well as any other relief the Court may deem just or proper.

11 **b. Common Law Fraud**

12 2699. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

13 2700. This claim is brought against JLI.

14 2701. JUUL created and implemented a scheme to create a market for e-cigarettes and
15 substantially increase sales of JUUL through a pervasive pattern of false and misleading
16 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
17 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
18 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
19 addictiveness, and significant risks of substantial physical injury from using JUUL products.

20 2702. Advertisements and representations for JUUL products contained deceptive
21 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
22 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
23 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
24 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
25 decades, JLI used third parties and word of mouth to spread false and misleading information
26 about JUUL products.

27 2703. Advertisements and representations for JUUL products concealed and failed to
28 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to

1 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
2 addictive, posed significant risks of substantial physical injury resulting from the use of the
3 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
4 consumed through a pack of combustible cigarettes.

5 2704. The labels on JUUL products failed to disclose that the products posed
6 significant risks of substantial physical injury resulting from the use of the products. The labels
7 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

8 2705. The omissions were misleading and deceptive standing alone and were
9 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
10 cigarettes and other representations.

11 2706. JLI's conduct was fraudulent and deceptive because its misrepresentations and
12 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
13 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
14 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
15 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
16 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
17 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
18 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
19 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
20 Plaintiffs' and class members' decisions to purchase JUUL products.

21 2707. JLI owed Plaintiffs and class members a duty to disclose these facts because they
22 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
23 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
24 facts; because the facts would be material to reasonable consumers; because JUUL products
25 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
26 representations concerning the same subject matter as the omitted facts.

27 2708. As set forth in the allegations concerning each Plaintiff in Appendix A, in
28 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations

1 and/or omissions. Reasonable consumers would have been expected to have relied on the
2 misrepresentations and omissions.

3 2709. Defendants knew or should have known that their misrepresentations and/or
4 omissions were false and misleading, and intended for consumers to rely on such
5 misrepresentations and omissions.

6 2710. JLI knew that JUUL products were not safe or reasonable alternatives to
7 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
8 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
9 products.

10 2711. JUUL's conduct actually and proximately caused damages to Plaintiffs and class
11 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
12 differently and would not have purchased JUUL products or would have paid less for them.
13 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
14 JUUL products they would not otherwise have purchased and enter into purchase contracts they
15 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
16 member of the class damages in an amount to be proven at trial, as well as any other relief the
17 Court may deem just or proper.

18 **c. Breach of the Implied Warranty of Merchantability**

19 2712. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

20 2713. This claim is brought against JLI.

21 2714. JUUL has at all times been a merchant with respect to the products which were
22 sold to Plaintiff and the class and was in the business of selling such products.

23 2715. Each JUUL product sold by JUUL comes with an implied warranty that it will
24 merchantable and fit for the ordinary purpose for which it would be used. OR. Rev. Stat. Ann.
25 § 72.3140. JUUL has breached its implied warranty of merchantability because its products
26 were not in merchantable condition when sold, were defective when sold, did not conform to the
27 promises and affirmations of fact made on the products' containers or labels, and/or do not
28 possess even the most basic degree of fitness for ordinary use.

1 2716. The ordinary intended purpose of JUUL’s products—and the purpose for which
2 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL’s
3 products are not fit for that use—or any other use—because they (i) were not smoking cessation
4 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
5 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
6 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL’s
7 products are not fit for their ordinary, intended use as either cigarette replacement devices or
8 recreation smoking devices.

9 2717. Plaintiffs and each member of the class have had sufficient direct dealings with
10 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
11 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
12 each member of the class, on the other hand.

13 2718. Further, Plaintiffs and each member of the class were third-party beneficiaries of
14 JUUL’s agreements with its distributors, dealers, and sellers for the distribution, dealing, and
15 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
16 intended beneficiaries of JUUL’s implied warranties. JUUL’s products are manufactured with
17 the express purpose an intent of being sold to consumers.

18 2719. Plaintiffs and the members of the class were injured as a direct and proximate
19 result of JUUL’s breach of its implied warranties of merchantability. Plaintiffs and members of
20 the Oregon Direct Purchaser Subclass were damaged as a result of JUUL’s breach of its implied
21 warranty of merchantability because, had they been aware of the unmerchantable condition of
22 JUUL products, they would not have purchased JUUL products, or would have paid less for
23 them. Plaintiffs seek damages in an amount to be proven at trial, as well as any other relief the
24 Court may deem just or proper.

25 2720. JUUL was provided notice of these issues by numerous complaints filed against
26 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
27 individual letters and communications sent by consumers before or within a reasonable amount
28 of time after they discovered or should have discovered that’s JUUL product were defective and

1 unmerchtable.

2 **d. Unjust Enrichment**

3 2721. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

4 2722. This claim is brought against JLI and the Management Defendants.

5 2723. Defendants created and implemented a scheme to create a market for e-cigarettes
6 and substantially increase sales of JUUL products through a pervasive pattern of false and
7 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
8 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
9 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
10 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
11 products.

12 2724. Defendants were unjustly enriched as a result of their wrongful conduct,
13 including through the false and misleading advertisements and omissions regarding (i) whether
14 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
15 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
16 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
17 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
18 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
19 enriched through their scheme of marketing their products to minors. OR. Rev. Stat. Ann.
20 §§ 167.755(1) prohibits the marketing and sale of JUUL products to minors.

21 2725. Defendants requested and received a measurable benefit at the expense of
22 Plaintiffs and class members in the form of payment for JUUL products.

23 2726. Defendants appreciated, recognized, and chose to accept the monetary benefits
24 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
25 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

26 2727. There is no justification for Defendants' enrichment. It would be inequitable,
27 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
28 benefits were procured as a result of their wrongful conduct.

1 2728. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
2 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
3 with Defendant.

4 2729. Plaintiffs plead this claim separately as well as in the alternative to their other
5 claims, as without such claims they would have no adequate legal remedy.

6 **38. Pennsylvania**

7 2730. Plaintiffs bring each of the following claims on behalf of the Pennsylvania
8 Subclass under Pennsylvania law.

9 **a. Violation of the Pennsylvania Unfair Trade Practices and**
10 **Consumer Protection Law (73 Pa. Stat. Ann. §§ 201-1, et seq.)**

11 2731. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

12 2732. This claim is brought against JLI.

13 2733. Plaintiffs and class members purchased JUUL products for personal purposes.

14 2734. Defendants created and implemented a scheme to create a market for e-cigarettes
15 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
16 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
17 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
18 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
19 addictiveness, and significant risks of substantial physical injury from using JUUL products.

20 2735. Advertisements and representations for JUUL products contained deceptive
21 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
22 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
23 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
24 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
25 decades, JLI used third parties and word of mouth to spread false and misleading information
26 about JUUL products.

27 2736. Advertisements and representations for JUUL products concealed and failed to
28 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to

1 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
2 addictive, posed significant risks of substantial physical injury resulting from the use of the
3 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
4 consumed through a pack of combustible cigarettes.

5 2737. The labels on JUUL products failed to disclose that the products posed
6 significant risks of substantial physical injury resulting from the use of the products. The labels
7 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

8 2738. The omissions were misleading and deceptive standing alone and were
9 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
10 cigarettes and other representations.

11 2739. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
12 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
13 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
14 products are of a particular standard, quality, or grade, or that goods are of a particular style or
15 model, when they are not; (c) advertising goods or services with intent not to sell them as
16 advertised; and (d) engaging in fraudulent and deceptive conduct that creates a likelihood of
17 confusion and misunderstanding.

18 2740. JLI's conduct was fraudulent and deceptive because the misrepresentations and
19 omissions created a likelihood of confusion and misunderstanding and had the capacity or
20 tendency to deceive and in fact did deceive, ordinary consumers, including the Plaintiffs.
21 Ordinary consumers, including the Plaintiffs, would have found it material to their purchasing
22 decisions that JUUL's products (i) were not smoking cessation devices, (ii) were not reasonable
23 alternatives to combustible cigarettes, (iii) were extremely potent nicotine-delivery mechanisms,
24 (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily injury
25 resulting from the use of the products, and (vi) that the nicotine consumed through one JUUL
26 pod exceeded the nicotine consumed through a pack of combustible cigarettes. Knowledge of
27 these facts would have been a substantial factor in Plaintiffs' and class members' decisions to
28 purchase JUUL products.

1 2741. JLI owed Plaintiffs and class members a duty to disclose these facts because they
2 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
3 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
4 facts; because the facts would be material to reasonable consumers; because JLI actively
5 concealed them; because JLI intended for consumers to rely on the omissions in question;
6 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
7 made partial representations concerning the same subject matter as the omitted facts.

8 2742. As set forth in the allegations concerning each Plaintiff in Appendix A, in
9 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
10 Reasonable consumers would have been expected to have relied on the misrepresentations and
11 omissions.

12 2743. JLI and the Management Defendants engaged in fraudulent and deceptive
13 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
14 products were appropriate for minors, when in fact the products never should have been
15 marketed to minors and are especially harmful to minors due to the potent and addictive
16 nicotine doses, addictive qualities, and health risks.

17 2744. Defendants' conduct actually and proximately caused loss of money or property
18 to Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs
19 and class members would have behaved differently and would not have purchased JUUL
20 products or would have paid less for them. Defendants' misrepresentations and omissions
21 induced Plaintiffs and class members to purchase JUUL products they would not otherwise have
22 purchased and enter into purchase contracts they would not otherwise have entered into. In
23 addition, class members who are minors are entitled to full repayment of the amounts they spent
24 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
25 three times actual damages and/or statutory damages in the amount of \$100, whichever is
26 greater, injunctive relief, and reasonable attorneys' fees, as well as any other relief the Court
27 may deem just or proper.
28

b. Common Law Fraud

2745. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

2746. This claim is brought against JLI.

2747. JUUL created and implemented a scheme to create a market for e-cigarettes and substantially increase sales of JUUL through a pervasive pattern of false and misleading statements and omissions. JUUL's plan was to portray JUUL products as cool and safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses, addictiveness, and significant risks of substantial physical injury from using JUUL products.

2748. Advertisements and representations for JUUL products contained deceptive statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or not harmful. Like the tobacco companies that marketed combustible cigarettes in previous decades, JLI used third parties and word of mouth to spread false and misleading information about JUUL products.

2749. Advertisements and representations for JUUL products concealed and failed to disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully addictive, posed significant risks of substantial physical injury resulting from the use of the products, and that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes.

2750. The labels on JUUL products failed to disclose that the products posed significant risks of substantial physical injury resulting from the use of the products. The labels also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

2751. The omissions were misleading and deceptive standing alone and were particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to cigarettes and other representations.

1 2752. JLI's conduct was fraudulent and deceptive because its misrepresentations and
2 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
3 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
4 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
5 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
6 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
7 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
8 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
9 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
10 Plaintiffs' and class members' decisions to purchase JUUL products.

11 2753. JLI owed Plaintiffs and class members a duty to disclose these facts because they
12 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
13 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
14 facts; because the facts would be material to reasonable consumers; because JUUL products
15 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
16 representations concerning the same subject matter as the omitted facts.

17 2754. As set forth in the allegations concerning each Plaintiff in Appendix A, in
18 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
19 and/or omissions. Reasonable consumers would have been expected to have relied on the
20 misrepresentations and omissions.

21 2755. Defendants knew or should have known that their misrepresentations and/or
22 omissions were false and misleading, and intended for consumers to rely on such
23 misrepresentations and omissions.

24 2756. JLI knew that JUUL products were not safe or reasonable alternatives to
25 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
26 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
27 products.

28 2757. JUUL's conduct actually and proximately caused damages to Plaintiffs and class

1 members. Absent JUUL’s conduct, Plaintiffs and class members would have behaved
2 differently and would not have purchased JUUL products or would have paid less for them.
3 JUUL’s misrepresentations and omissions induced Plaintiffs and class members to purchase
4 JUUL products they would not otherwise have purchased and enter into purchase contracts they
5 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
6 member of the class damages in an amount to be proven at trial, as well as any other relief the
7 Court may deem just or proper.

8 **c. Breach of the Implied Warranty of Merchantability**

9 2758. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

10 2759. This claim is brought against JLI.

11 2760. JUUL has at all times been a merchant with respect to the products which were
12 sold to Plaintiff and the class and was in the business of selling such products.

13 2761. Each JUUL product sold by JUUL comes with an implied warranty that it will
14 merchantable and fit for the ordinary purpose for which it would be used. 13 Pa. C.S.A. § 2314.
15 JUUL has breached its implied warranty of merchantability because its products were not in
16 merchantable condition when sold, were defective when sold, did not conform to the promises
17 and affirmations of fact made on the products’ containers or labels, and/or do not possess even
18 the most basic degree of fitness for ordinary use.

19 2762. The ordinary intended purpose of JUUL’s products—and the purpose for which
20 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL’s
21 products are not fit for that use—or any other use—because they (i) were not smoking cessation
22 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
23 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
24 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL’s
25 products are not fit for their ordinary, intended use as either cigarette replacement devices or
26 recreation smoking devices.

27 2763. Plaintiffs and each member of the class have had sufficient direct dealings with
28 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized

1 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
2 each member of the class, on the other hand.

3 2764. Further, Plaintiffs and each member of the class were third-party beneficiaries of
4 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
5 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
6 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
7 the express purpose an intent of being sold to consumers.

8 2765. Plaintiffs and the members of the class were injured as a direct and proximate
9 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
10 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
11 because, had they been aware of the unmerchantable condition of JUUL products, they would
12 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
13 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

14 2766. JUUL was provided notice of these issues by numerous complaints filed against
15 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
16 individual letters and communications sent by consumers before or within a reasonable amount
17 of time after they discovered or should have discovered that's JUUL product were defective and
18 unmerchantable.

19 **d. Unjust Enrichment**

20 2767. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

21 2768. This claim is brought against JLI and the Management Defendants.

22 2769. Defendants created and implemented a scheme to create a market for e-cigarettes
23 and substantially increase sales of JUUL products through a pervasive pattern of false and
24 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
25 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
26 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
27 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
28 products.

1 2770. Defendants were unjustly enriched as a result of their wrongful conduct,
2 including through the false and misleading advertisements and omissions regarding (i) whether
3 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
4 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
5 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
6 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
7 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
8 enriched through their scheme of marketing their products to minors.

9 2771. Defendants requested and received a measurable benefit at the expense of
10 Plaintiffs and class members in the form of payment for JUUL products.

11 2772. Defendants appreciated, recognized, and chose to accept the monetary benefits
12 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
13 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

14 2773. There is no justification for Defendants' enrichment. It would be inequitable,
15 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
16 benefits were procured as a result of their wrongful conduct.

17 2774. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
18 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
19 with Defendant.

20 2775. Plaintiffs plead this claim separately as well as in the alternative to their other
21 claims, as without such claims they would have no adequate legal remedy.

22 **39. Rhode Island**

23 2776. Plaintiffs bring each of the following claims on behalf of the Rhode Island
24 Subclass under Rhode Island law.

25 **a. Violation of the Rhode Island Unfair Trade Practice and**
26 **Consumer Protection Act (6 R.I. Gen. Laws §§ 13.1-1, et seq.)**

27 2777. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

28 2778. This claim is brought against JLI and, for certain unfair and/or unconscionable

1 conduct claims as noted below, all Defendants.

2 2779. Plaintiffs, class members, and Defendants are persons under Rhode Island's
3 Unfair Trade Practice and Consumer Protection Act.

4 2780. Plaintiffs and class members purchased JUUL products for personal purposes.

5 2781. Defendants created and implemented a scheme to create a market for e-cigarettes
6 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
7 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
8 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
9 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
10 addictiveness, and significant risks of substantial physical injury from using JUUL products.

11 2782. Advertisements and representations for JUUL products contained deceptive
12 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
13 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
14 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
15 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
16 decades, JLI used third parties and word of mouth to spread false and misleading information
17 about JUUL products.

18 2783. Advertisements and representations for JUUL products concealed and failed to
19 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
20 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
21 addictive, posed significant risks of substantial physical injury resulting from the use of the
22 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
23 consumed through a pack of combustible cigarettes.

24 2784. The labels on JUUL products failed to disclose that the products posed
25 significant risks of substantial physical injury resulting from the use of the products. The labels
26 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

27 2785. The omissions were misleading and deceptive standing alone and were
28 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to

1 cigarettes and other representations.

2 2786. JLI's conduct was unfair and unconscionable in that it included (i) the
3 manufacture and sale of products with a heightened propensity to cause addiction and physical
4 injuries and (ii) misrepresentations and omissions of material facts concerning the
5 characteristics and safety of JUUL products that offended public policy; were immoral,
6 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
7 substantial harm that greatly outweighs any possible utility from the conduct.

8 2787. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
9 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
10 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
11 products are of a particular standard, quality, or grade, or that goods are of a particular style or
12 model, when they are not; and (c) advertising goods or services with intent not to sell them as
13 advertised.

14 2788. JLI's conduct was fraudulent and deceptive because the misrepresentations and
15 omissions at issue were likely to, and in fact did, deceive reasonable consumers including the
16 Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to their
17 purchasing decisions that JUUL's products (i) were not smoking cessation devices, (ii) were not
18 reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-delivery
19 mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily
20 injury resulting from the use of the products, and (vi) that the nicotine consumed through one
21 JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes.
22 Knowledge of these facts would have been a substantial factor in Plaintiffs' and class members'
23 decisions to purchase JUUL products.

24 2789. JLI owed Plaintiffs and class members a duty to disclose these facts because they
25 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
26 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
27 facts; because the facts would be material to reasonable consumers; because JLI actively
28 concealed them; because JLI intended for consumers to rely on the omissions in question;

1 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
2 made partial representations concerning the same subject matter as the omitted facts.

3 2790. JLI and the Management Defendants engaged in fraudulent and deceptive
4 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
5 products were appropriate for minors, when in fact the products never should have been
6 marketed to minors and are especially harmful to minors due to the potent and addictive
7 nicotine doses, addictive qualities, and health risks.

8 2791. In addition, all Defendants engaged in unfair and unconscionable conduct
9 because the targeting of minors offends public policy (in particular R.I. Gen. Laws §§ 11-9-13,
10 *et seq.*); is immoral, unethical, oppressive, outrageous, unscrupulous, and substantially
11 injurious; and has caused substantial harm that greatly outweighs any possible utility from the
12 conduct.

13 2792. As alleged above, all Defendants participated and/or facilitated the marketing of
14 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
15 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
16 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
17 use of JUUL products by minors continues to rise.

18 2793. Defendants' conduct actually and proximately caused actual damages to
19 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
20 class members would have behaved differently and would not have purchased JUUL products
21 or would have paid less for them. Defendants' misrepresentations and omissions induced
22 Plaintiffs and class members to purchase JUUL products they would not otherwise have
23 purchased and enter into purchase contracts they would not otherwise have entered into. In
24 addition, class members who are minors are entitled to full repayment of the amounts they spent
25 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
26 actual damages, restitution, and/ or statutory damages in the amount of \$200 per claim,
27 whichever is greater, as well as punitive damages, injunctive relief, attorney's fees, and any
28 other relief the Court may deem just or proper.

b. Common Law Fraud

2794. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

2795. This claim is brought against JLI.

2796. JUUL created and implemented a scheme to create a market for e-cigarettes and substantially increase sales of JUUL through a pervasive pattern of false and misleading statements and omissions. JUUL's plan was to portray JUUL products as cool and safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses, addictiveness, and significant risks of substantial physical injury from using JUUL products.

2797. Advertisements and representations for JUUL products contained deceptive statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or not harmful. Like the tobacco companies that marketed combustible cigarettes in previous decades, JLI used third parties and word of mouth to spread false and misleading information about JUUL products.

2798. Advertisements and representations for JUUL products concealed and failed to disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully addictive, posed significant risks of substantial physical injury resulting from the use of the products, and that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes.

2799. The labels on JUUL products failed to disclose that the products posed significant risks of substantial physical injury resulting from the use of the products. The labels also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

2800. The omissions were misleading and deceptive standing alone and were particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to cigarettes and other representations.

1 2801. JLI's conduct was fraudulent and deceptive because its misrepresentations and
2 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
3 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
4 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
5 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
6 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
7 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
8 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
9 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
10 Plaintiffs' and class members' decisions to purchase JUUL products.

11 2802. JLI owed Plaintiffs and class members a duty to disclose these facts because they
12 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
13 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
14 facts; because the facts would be material to reasonable consumers; because JUUL products
15 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
16 representations concerning the same subject matter as the omitted facts.

17 2803. As set forth in the allegations concerning each Plaintiff in Appendix A, in
18 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
19 and/or omissions. Reasonable consumers would have been expected to have relied on the
20 misrepresentations and omissions.

21 2804. Defendants knew or should have known that their misrepresentations and/or
22 omissions were false and misleading, and intended for consumers to rely on such
23 misrepresentations and omissions.

24 2805. JLI knew that JUUL products were not safe or reasonable alternatives to
25 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
26 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
27 products.

28 2806. JUUL's conduct actually and proximately caused damages to Plaintiffs and class

1 members. Absent JUUL’s conduct, Plaintiffs and class members would have behaved
2 differently and would not have purchased JUUL products or would have paid less for them.
3 JUUL’s misrepresentations and omissions induced Plaintiffs and class members to purchase
4 JUUL products they would not otherwise have purchased and enter into purchase contracts they
5 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
6 member of the class damages in an amount to be proven at trial, as well as any other relief the
7 Court may deem just or proper.

8 **c. Breach of the Implied Warranty of Merchantability**

9 2807. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

10 2808. This claim is brought against JLI.

11 2809. JUUL has at all times been a merchant with respect to the products which were
12 sold to Plaintiff and the class and was in the business of selling such products.

13 2810. Each JUUL product sold by JUUL comes with an implied warranty that it will
14 merchantable and fit for the ordinary purpose for which it would be used. *See* 6A R.I. Gen.
15 Laws § 2-314. JUUL has breached its implied warranty of merchantability because its products
16 were not in merchantable condition when sold, were defective when sold, did not conform to the
17 promises and affirmations of fact made on the products’ containers or labels, and/or do not
18 possess even the most basic degree of fitness for ordinary use.

19 2811. The ordinary intended purpose of JUUL’s products—and the purpose for which
20 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL’s
21 products are not fit for that use—or any other use—because they (i) were not smoking cessation
22 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
23 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
24 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL’s
25 products are not fit for their ordinary, intended use as either cigarette replacement devices or
26 recreation smoking devices.

27 2812. Plaintiffs and each member of the class have had sufficient direct dealings with
28 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized

1 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
2 each member of the class, on the other hand.

3 2813. Further, Plaintiffs and each member of the class were third-party beneficiaries of
4 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
5 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
6 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
7 the express purpose an intent of being sold to consumers.

8 2814. Plaintiffs and the members of the class were injured as a direct and proximate
9 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
10 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
11 because, had they been aware of the unmerchantable condition of JUUL products, they would
12 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
13 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

14 2815. JUUL was provided notice of these issues by numerous complaints filed against
15 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
16 individual letters and communications sent by consumers before or within a reasonable amount
17 of time after they discovered or should have discovered that's JUUL product were defective and
18 unmerchantable.

19 **d. Unjust Enrichment**

20 2816. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

21 2817. This claim is brought against JLI and the Management Defendants.

22 2818. Defendants created and implemented a scheme to create a market for e-cigarettes
23 and substantially increase sales of JUUL products through a pervasive pattern of false and
24 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
25 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
26 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
27 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
28 products.

1 2819. Defendants were unjustly enriched as a result of their wrongful conduct,
2 including through the false and misleading advertisements and omissions regarding (i) whether
3 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
4 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
5 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
6 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
7 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
8 enriched through their scheme of marketing their products to minors. The General Laws of
9 Rhode Island sections 11-9-13 prohibits the marketing and sale of JUUL products to minors.

10 2820. Defendants requested and received a measurable benefit at the expense of
11 Plaintiffs and class members in the form of payment for JUUL products.

12 2821. Defendants appreciated, recognized, and chose to accept the monetary benefits
13 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
14 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

15 2822. There is no justification for Defendants' enrichment. It would be inequitable,
16 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
17 benefits were procured as a result of their wrongful conduct.

18 2823. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
19 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
20 with Defendant.

21 2824. Plaintiffs plead this claim separately as well as in the alternative to their other
22 claims, as without such claims they would have no adequate legal remedy.

23 **40. South Carolina**

24 2825. Plaintiffs bring each of the following claims on behalf of the South Carolina
25 Subclass under South Carolina law:

26 **a. Violation of the South Carolina Unfair Trade Practices Act**
27 **(S.C. Code Ann. §§ 39-5-10, et seq.)**

28 2826. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

1 2827. This claim is brought against JLI and, for certain unfair and/or unconscionable
2 conduct claims as noted below, all Defendants.

3 2828. Plaintiffs, class members, and Defendants are persons under South Carolina's
4 Unfair Trade Practices Act.

5 2829. Defendants engaged in trade or commerce directly or indirectly affecting the
6 people of South Carolina by participating and furthering the advertising, offering for sale,
7 selling, or distributing JUUL products.

8 2830. Plaintiffs and class members purchased JUUL products for personal purposes.

9 2831. Defendants created and implemented a scheme to create a market for e-cigarettes
10 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
11 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
12 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
13 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
14 addictiveness, and significant risks of substantial physical injury from using JUUL products.

15 2832. Advertisements and representations for JUUL products contained deceptive
16 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
17 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
18 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
19 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
20 decades, JLI used third parties and word of mouth to spread false and misleading information
21 about JUUL products.

22 2833. Advertisements and representations for JUUL products concealed and failed to
23 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
24 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
25 addictive, posed significant risks of substantial physical injury resulting from the use of the
26 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
27 consumed through a pack of combustible cigarettes.

28 2834. The labels on JUUL products failed to disclose that the products posed

1 significant risks of substantial physical injury resulting from the use of the products. The labels
2 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

3 2835. The omissions were misleading and deceptive standing alone and were
4 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
5 cigarettes and other representations.

6 2836. JLI's conduct was unfair and unconscionable in that it included (i) the
7 manufacture and sale of products with a heightened propensity to cause addiction and physical
8 injuries and (ii) misrepresentations and omissions of material facts concerning the
9 characteristics and safety of JUUL products that offended public policy; were immoral,
10 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
11 substantial harm that greatly outweighs any possible utility from the conduct.

12 2837. JLI's conduct was fraudulent and deceptive because the misrepresentations and
13 omissions had the capacity to deceive, and in fact did, deceive reasonable consumers including
14 the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to
15 their purchasing decisions that JUUL's products (i) were not smoking cessation devices, (ii)
16 were not reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-
17 delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of
18 substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
19 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
20 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
21 Plaintiffs' and class members' decisions to purchase JUUL products.

22 2838. JLI owed Plaintiffs and class members a duty to disclose these facts because they
23 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
24 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
25 facts; because the facts would be material to reasonable consumers; because JLI actively
26 concealed them; because JLI intended for consumers to rely on the omissions in question;
27 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
28 made partial representations concerning the same subject matter as the omitted facts.

1 2839. JLI and the Management Defendants engaged in fraudulent and deceptive
2 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
3 products were appropriate for minors, when in fact the products never should have been
4 marketed to minors and are especially harmful to minors due to the potent and addictive
5 nicotine doses, addictive qualities, and health risks.

6 2840. In addition, all Defendants engaged in unfair and unconscionable conduct
7 because the targeting of minors offends public policy (in particular S.C. Code Ann. §§ 16-17-
8 500, *et seq.*); is immoral, unethical, oppressive, outrageous, unscrupulous, and substantially
9 injurious; and has caused substantial harm that greatly outweighs any possible utility from the
10 conduct.

11 2841. As alleged above, all Defendants participated and/or facilitated the marketing of
12 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
13 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
14 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
15 use of JUUL products by minors continues to rise.

16 2842. Defendants' conduct actually and proximately caused actual damages and loss of
17 money or property to Plaintiffs and class members. Absent Defendants' unfair and fraudulent
18 conduct, Plaintiffs and class members would have behaved differently and would not have
19 purchased JUUL products or would have paid less for them. Defendants' misrepresentations and
20 omissions induced Plaintiffs and class members to purchase JUUL products they would not
21 otherwise have purchased and enter into purchase contracts they would not otherwise have
22 entered into. In addition, class members who are minors are entitled to full repayment of the
23 amounts they spent on JUUL products. Plaintiffs seek—on behalf of themselves and each
24 member of the class—actual damages and treble damages, as well as restitution, attorney's fees
25 and any other relief the Court may deem just or proper.

26 **b. Common Law Fraud**

27 2843. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

28 2844. This claim is brought against JLI.

1 2845. JUUL created and implemented a scheme to create a market for e-cigarettes and
2 substantially increase sales of JUUL through a pervasive pattern of false and misleading
3 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
4 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
5 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
6 addictiveness, and significant risks of substantial physical injury from using JUUL products.

7 2846. Advertisements and representations for JUUL products contained deceptive
8 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
9 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
10 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
11 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
12 decades, JLI used third parties and word of mouth to spread false and misleading information
13 about JUUL products.

14 2847. Advertisements and representations for JUUL products concealed and failed to
15 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
16 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
17 addictive, posed significant risks of substantial physical injury resulting from the use of the
18 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
19 consumed through a pack of combustible cigarettes.

20 2848. The labels on JUUL products failed to disclose that the products posed
21 significant risks of substantial physical injury resulting from the use of the products. The labels
22 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

23 2849. The omissions were misleading and deceptive standing alone and were
24 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
25 cigarettes and other representations.

26 2850. JLI's conduct was fraudulent and deceptive because its misrepresentations and
27 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
28 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it

1 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
2 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
3 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
4 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
5 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
6 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
7 Plaintiffs' and class members' decisions to purchase JUUL products.

8 2851. JLI owed Plaintiffs and class members a duty to disclose these facts because they
9 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
10 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
11 facts; because the facts would be material to reasonable consumers; because JUUL products
12 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
13 representations concerning the same subject matter as the omitted facts.

14 2852. As set forth in the allegations concerning each Plaintiff in Appendix A, in
15 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
16 and/or omissions. Reasonable consumers would have been expected to have relied on the
17 misrepresentations and omissions.

18 2853. Defendants knew or should have known that their misrepresentations and/or
19 omissions were false and misleading, and intended for consumers to rely on such
20 misrepresentations and omissions.

21 2854. JLI knew that JUUL products were not safe or reasonable alternatives to
22 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
23 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
24 products.

25 2855. JUUL's conduct actually and proximately caused damages to Plaintiffs and class
26 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
27 differently and would not have purchased JUUL products or would have paid less for them.
28 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase

1 JUUL products they would not otherwise have purchased and enter into purchase contracts they
2 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
3 member of the class damages in an amount to be proven at trial, as well as any other relief the
4 Court may deem just or proper.

5 **c. Breach of the Implied Warranty of Merchantability**

6 2856. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

7 2857. This claim is brought against JLI.

8 2858. JUUL has at all times been a merchant with respect to the products which were
9 sold to Plaintiff and the class and was in the business of selling such products.

10 2859. Each JUUL product sold by JUUL comes with an implied warranty that it will
11 merchantable and fit for the ordinary purpose for which it would be used. *See* S.C. Code Ann.
12 § 36-2-314. JUUL has breached its implied warranty of merchantability because its products
13 were not in merchantable condition when sold, were defective when sold, did not conform to the
14 promises and affirmations of fact made on the products' containers or labels, and/or do not
15 possess even the most basic degree of fitness for ordinary use.

16 2860. The ordinary intended purpose of JUUL's products—and the purpose for which
17 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
18 products are not fit for that use—or any other use—because they (i) were not smoking cessation
19 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
20 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
21 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
22 products are not fit for their ordinary, intended use as either cigarette replacement devices or
23 recreation smoking devices.

24 2861. Plaintiffs and each member of the class have had sufficient direct dealings with
25 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
26 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
27 each member of the class, on the other hand.

28 2862. Further, Plaintiffs and each member of the class were third-party beneficiaries of

1 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
2 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
3 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
4 the express purpose an intent of being sold to consumers.

5 2863. Plaintiffs and the members of the class were injured as a direct and proximate
6 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
7 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
8 because, had they been aware of the unmerchantable condition of JUUL products, they would
9 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
10 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

11 2864. JUUL was provided notice of these issues by numerous complaints filed against
12 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
13 individual letters and communications sent by consumers before or within a reasonable amount
14 of time after they discovered or should have discovered that's JUUL product were defective and
15 unmerchantable.

16 **d. Unjust Enrichment**

17 2865. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

18 2866. This claim is brought against JLI and the Management Defendants.

19 2867. Defendants created and implemented a scheme to create a market for e-cigarettes
20 and substantially increase sales of JUUL products through a pervasive pattern of false and
21 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
22 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
23 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
24 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
25 products.

26 2868. Defendants were unjustly enriched as a result of their wrongful conduct,
27 including through the false and misleading advertisements and omissions regarding (i) whether
28 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable

1 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
2 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
3 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
4 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
5 enriched through their scheme of marketing their products to minors. S.C. Code Ann. §§ 16-17-
6 500 & 16-17-502(A) prohibit the marketing and sale of JUUL products to minors.

7 2869. Defendants requested and received a measurable benefit at the expense of
8 Plaintiffs and class members in the form of payment for JUUL products.

9 2870. Defendants appreciated, recognized, and chose to accept the monetary benefits
10 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
11 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

12 2871. There is no justification for Defendants' enrichment. It would be inequitable,
13 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
14 benefits were procured as a result of their wrongful conduct.

15 2872. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
16 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
17 with Defendant.

18 2873. Plaintiffs plead this claim separately as well as in the alternative to their other
19 claims, as without such claims they would have no adequate legal remedy.

20 2874.

21 **41. South Dakota**

22 2875. Plaintiffs bring each of the following claims on behalf of the South Dakota
23 Subclass under South Dakota law.

24 **a. Violation of the South Dakota Deceptive Trade Practices and**
25 **Consumer Protection Act (S.D. Codified Laws §§ 37-24-1, et**
26 **seq.)**

27 2876. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

28 2877. This claim is brought against JLI and, for certain claims below, the Management

1 Defendants.

2 2878. Plaintiffs, class members, and JUUL are persons under South Dakota's
3 Deceptive Trade Practices and Consumer Protection Act.

4 2879. JUUL engaged in trade or commerce directly or indirectly affecting the people of
5 South Dakota by advertising, offering for sale, attempting to sell, selling, or distributing JUUL
6 products.

7 2880. Plaintiffs and class members purchased JUUL products for personal purposes.

8 2881. Defendants created and implemented a scheme to create a market for e-cigarettes
9 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
10 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
11 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
12 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
13 addictiveness, and significant risks of substantial physical injury from using JUUL products.

14 2882. Advertisements and representations for JUUL products contained deceptive
15 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
16 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
17 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
18 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
19 decades, JLI used third parties and word of mouth to spread false and misleading information
20 about JUUL products.

21 2883. Advertisements and representations for JUUL products concealed and failed to
22 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
23 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
24 addictive, posed significant risks of substantial physical injury resulting from the use of the
25 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
26 consumed through a pack of combustible cigarettes.

27 2884. The labels on JUUL products failed to disclose that the products posed
28 significant risks of substantial physical injury resulting from the use of the products. The labels

1 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

2 2885. The omissions were misleading and deceptive standing alone and were
3 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
4 cigarettes and other representations.

5 2886. JUUL engaged in, used, and employed deceptive acts and practices, fraud, false
6 pretense, false promises, and misrepresentations and concealed, suppressed, and omitted
7 material information in connection with the sale of JUUL products.

8 2887. JUUL's conduct had the capacity to, were likely to, and in fact did, deceive
9 reasonable consumers, including the Plaintiffs. Reasonable consumers, including the Plaintiffs,
10 would have found it material to their purchasing decisions that JUUL's products (i) were not
11 smoking cessation devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii)
12 were extremely potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed
13 unreasonable risks of substantial bodily injury resulting from the use of the products, and (vi)
14 that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a
15 pack of combustible cigarettes. Knowledge of these facts would have been a substantial factor
16 in Plaintiffs' and class members' decisions to purchase JUUL products.

17 2888. JLI owed Plaintiffs and class members a duty to disclose these facts because they
18 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
19 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
20 facts; because the facts would be material to reasonable consumers; because JLI actively
21 concealed them; because JLI intended for consumers to rely on the omissions in question;
22 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
23 made partial representations concerning the same subject matter as the omitted facts.

24 2889. As set forth in the allegations concerning each Plaintiff in Appendix A, in
25 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
26 Reasonable consumers would have been expected to have relied on the misrepresentations and
27 omissions.

28 2890. Defendants knew or should have known that their misrepresentations and/or

1 omissions were false and misleading, and intended for consumers to rely on such
2 misrepresentations and omissions.

3 2891. JLI and the Management Defendants engaged in fraudulent and deceptive
4 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
5 products were appropriate for minors, when in fact the products never should have been
6 marketed to minors and are especially harmful to minors due to the potent and addictive
7 nicotine doses, addictive qualities, and health risks.

8 2892. JUUL's conduct actually and proximately caused actual damages and loss of
9 money or property to Plaintiffs and class members. Absent JUUL's deceptive and fraudulent
10 conduct, Plaintiffs and class members would have behaved differently and would not have
11 purchased JUUL products or would have paid less for them. JUUL's misrepresentations and
12 omissions induced Plaintiffs and class members to purchase JUUL products they would not
13 otherwise have purchased and enter into purchase contracts they would not otherwise have
14 entered into. In addition, class members who are minors are entitled to full repayment of the
15 amounts they spent on JUUL products. Plaintiffs seek—on behalf of themselves and each
16 member of the class—actual damages, as well as any other relief the Court may deem just or
17 proper.

18 **b. Common Law Fraud**

19 2893. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

20 2894. This claim is brought against JLI.

21 2895. JUUL created and implemented a scheme to create a market for e-cigarettes and
22 substantially increase sales of JUUL through a pervasive pattern of false and misleading
23 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
24 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
25 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
26 addictiveness, and significant risks of substantial physical injury from using JUUL products.

27 2896. Advertisements and representations for JUUL products contained deceptive
28 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives

1 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
2 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
3 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
4 decades, JLI used third parties and word of mouth to spread false and misleading information
5 about JUUL products.

6 2897. Advertisements and representations for JUUL products concealed and failed to
7 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
8 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
9 addictive, posed significant risks of substantial physical injury resulting from the use of the
10 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
11 consumed through a pack of combustible cigarettes.

12 2898. The labels on JUUL products failed to disclose that the products posed
13 significant risks of substantial physical injury resulting from the use of the products. The labels
14 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

15 2899. The omissions were misleading and deceptive standing alone and were
16 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
17 cigarettes and other representations.

18 2900. JLI's conduct was fraudulent and deceptive because its misrepresentations and
19 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
20 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
21 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
22 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
23 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
24 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
25 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
26 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
27 Plaintiffs' and class members' decisions to purchase JUUL products.

28 2901. JLI owed Plaintiffs and class members a duty to disclose these facts because they

1 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
2 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
3 facts; because the facts would be material to reasonable consumers; because JUUL products
4 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
5 representations concerning the same subject matter as the omitted facts.

6 2902. As set forth in the allegations concerning each Plaintiff in Appendix A, in
7 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
8 and/or omissions. Reasonable consumers would have been expected to have relied on the
9 misrepresentations and omissions.

10 2903. Defendants knew or should have known that their misrepresentations and/or
11 omissions were false and misleading, and intended for consumers to rely on such
12 misrepresentations and omissions.

13 2904. JLI knew that JUUL products were not safe or reasonable alternatives to
14 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
15 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
16 products.

17 2905. JUUL's conduct actually and proximately caused damages to Plaintiffs and class
18 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
19 differently and would not have purchased JUUL products or would have paid less for them.
20 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
21 JUUL products they would not otherwise have purchased and enter into purchase contracts they
22 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
23 member of the class damages in an amount to be proven at trial, as well as any other relief the
24 Court may deem just or proper.

25 **c. Breach of the Implied Warranty of Merchantability**

26 2906. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

27 2907. This claim is brought against JLI.

28 2908. JUUL has at all times been a merchant with respect to the products which were

1 sold to Plaintiff and the class and was in the business of selling such products.

2 2909. Each JUUL product sold by JUUL comes with an implied warranty that it will
3 merchantable and fit for the ordinary purpose for which it would be used. *See* S.D. Codified
4 Laws § 57A-2-314. JUUL has breached its implied warranty of merchantability because its
5 products were not in merchantable condition when sold, were defective when sold, did not
6 conform to the promises and affirmations of fact made on the products' containers or labels,
7 and/or do not possess even the most basic degree of fitness for ordinary use.

8 2910. The ordinary intended purpose of JUUL's products—and the purpose for which
9 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
10 products are not fit for that use—or any other use—because they (i) were not smoking cessation
11 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
12 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
13 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
14 products are not fit for their ordinary, intended use as either cigarette replacement devices or
15 recreation smoking devices.

16 2911. Plaintiffs and each member of the class have had sufficient direct dealings with
17 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
18 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
19 each member of the class, on the other hand.

20 2912. Further, Plaintiffs and each member of the class were third-party beneficiaries of
21 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
22 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
23 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
24 the express purpose an intent of being sold to consumers.

25 2913. Plaintiffs and the members of the class were injured as a direct and proximate
26 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
27 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
28 because, had they been aware of the unmerchantable condition of JUUL products, they would

1 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
2 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

3 2914. JUUL was provided notice of these issues by numerous complaints filed against
4 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
5 individual letters and communications sent by consumers before or within a reasonable amount
6 of time after they discovered or should have discovered that's JUUL product were defective and
7 unmerchantable.

8 **d. Unjust Enrichment**

9 2915. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

10 2916. This claim is brought against JLI and the Management Defendants.

11 2917. Defendants created and implemented a scheme to create a market for e-cigarettes
12 and substantially increase sales of JUUL products through a pervasive pattern of false and
13 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
14 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
15 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
16 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
17 products.

18 2918. Defendants were unjustly enriched as a result of their wrongful conduct,
19 including through the false and misleading advertisements and omissions regarding (i) whether
20 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
21 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
22 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
23 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
24 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
25 enriched through their scheme of marketing their products to minors. South Dakota Codified
26 Laws § 34-46-2 prohibits the marketing and sale of JUUL products to minors.

27 2919. Defendants requested and received a measurable benefit at the expense of
28 Plaintiffs and class members in the form of payment for JUUL products.

1 2920. Defendants appreciated, recognized, and chose to accept the monetary benefits
2 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
3 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

4 2921. There is no justification for Defendants' enrichment. It would be inequitable,
5 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
6 benefits were procured as a result of their wrongful conduct.

7 2922. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
8 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
9 with Defendant.

10 2923. Plaintiffs plead this claim separately as well as in the alternative to their other
11 claims, as without such claims they would have no adequate legal remedy.

12 **42. Tennessee**

13 2924. Plaintiffs bring each of the following claims on behalf of the Tennessee Subclass
14 under Tennessee law:

15 **a. Violation of the Tennessee Consumer Protection Act (Tenn.**
16 **Code Ann. §§ 47-18-101, et seq.)**

17 2925. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

18 2926. This claim is brought against JLI and, for certain unfair and/or unconscionable
19 conduct claims as noted below, all Defendants.

20 2927. Plaintiffs, class members, and Defendants are persons under Tennessee's
21 Consumer Protection Act.

22 2928. Plaintiffs and class members are natural persons who purchased JUUL products
23 for personal purposes.

24 2929. Defendants created and implemented a scheme to create a market for e-cigarettes
25 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
26 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
27 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
28 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,

1 addictiveness, and significant risks of substantial physical injury from using JUUL products.

2 2930. Advertisements and representations for JUUL products contained deceptive
3 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
4 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
5 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
6 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
7 decades, JLI used third parties and word of mouth to spread false and misleading information
8 about JUUL products.

9 2931. Advertisements and representations for JUUL products concealed and failed to
10 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
11 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
12 addictive, posed significant risks of substantial physical injury resulting from the use of the
13 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
14 consumed through a pack of combustible cigarettes.

15 2932. The labels on JUUL products failed to disclose that the products posed
16 significant risks of substantial physical injury resulting from the use of the products. The labels
17 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

18 2933. The omissions were misleading and deceptive standing alone and were
19 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
20 cigarettes and other representations.

21 2934. JLI's conduct was unfair and unconscionable in that it included (i) the
22 manufacture and sale of products with a heightened propensity to cause addiction and physical
23 injuries and (ii) misrepresentations and omissions of material facts concerning the
24 characteristics and safety of JUUL products that offended public policy; were immoral,
25 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
26 substantial harm that greatly outweighs any possible utility from the conduct.

27 2935. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
28 unfair business practices: (a) misrepresenting that JUUL products have characteristics,

1 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
2 products are of a particular standard, quality, or grade, or that goods are of a particular style or
3 model, when they are not; (c) advertising goods or services with intent not to sell them as
4 advertised; and (d) using statements or illustrations in advertisements that create a false
5 impression of the grade, quality, quantity, value, or usability of the goods or services offered.

6 2936. JLI's conduct was fraudulent and deceptive because the misrepresentations and
7 omissions at issue were likely to or tend to, and in fact did, deceive reasonable consumers
8 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
9 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
10 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
11 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
12 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
13 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
14 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
15 Plaintiffs' and class members' decisions to purchase JUUL products.

16 2937. JLI owed Plaintiffs and class members a duty to disclose these facts because they
17 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
18 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
19 facts; because the facts would be material to reasonable consumers; because JLI actively
20 concealed them; because JLI intended for consumers to rely on the omissions in question;
21 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
22 made partial representations concerning the same subject matter as the omitted facts.

23 2938. JLI and the Management Defendants engaged in fraudulent and deceptive
24 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
25 products were appropriate for minors, when in fact the products never should have been
26 marketed to minors and are especially harmful to minors due to the potent and addictive
27 nicotine doses, addictive qualities, and health risks.

28 2939. In addition, all Defendants engaged in unfair and unconscionable conduct

1 because the targeting of minors offends public policy (in particular Tenn. Code Ann. § 39-17-
2 1504); is immoral, unethical, oppressive, outrageous, unscrupulous, and substantially injurious;
3 and has caused substantial harm that greatly outweighs any possible utility from the conduct.

4 2940. As alleged above, all Defendants participated and/or facilitated the marketing of
5 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
6 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
7 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
8 use of JUUL products by minors continues to rise.

9 2941. Defendants' conduct actually and proximately caused ascertainable loss of
10 money or property to Plaintiffs and class members. Absent Defendants' unfair and fraudulent
11 conduct, Plaintiffs and class members would have behaved differently and would not have
12 purchased JUUL products or would have paid less for them. Defendants' misrepresentations and
13 omissions induced Plaintiffs and class members to purchase JUUL products they would not
14 otherwise have purchased and enter into purchase contracts they would not otherwise have
15 entered into. In addition, class members who are minors are entitled to full repayment of the
16 amounts they spent on JUUL products. Plaintiffs seek—on behalf of themselves and each
17 member of the class—actual damages and statutory treble damages, as well as injunctive relief,
18 attorney's fees, and any other relief the Court may deem just or proper.

19 **b. Common Law Intentional Misrepresentation**

20 2942. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

21 2943. This claim is brought against JLI.

22 2944. JUUL created and implemented a scheme to create a market for e-cigarettes and
23 substantially increase sales of JUUL through a pervasive pattern of false and misleading
24 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
25 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
26 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
27 addictiveness, and significant risks of substantial physical injury from using JUUL products.

28 2945. Advertisements and representations for JUUL products contained deceptive

1 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
2 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
3 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
4 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
5 decades, JLI used third parties and word of mouth to spread false and misleading information
6 about JUUL products.

7 2946. Advertisements and representations for JUUL products concealed and failed to
8 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
9 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
10 addictive, posed significant risks of substantial physical injury resulting from the use of the
11 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
12 consumed through a pack of combustible cigarettes.

13 2947. The labels on JUUL products failed to disclose that the products posed
14 significant risks of substantial physical injury resulting from the use of the products. The labels
15 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

16 2948. The omissions were misleading and deceptive standing alone and were
17 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
18 cigarettes and other representations.

19 2949. JLI's conduct was fraudulent and deceptive because its misrepresentations and
20 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
21 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
22 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
23 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
24 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
25 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
26 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
27 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
28 Plaintiffs' and class members' decisions to purchase JUUL products.

1 2950. JLI owed Plaintiffs and class members a duty to disclose these facts because they
2 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
3 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
4 facts; because the facts would be material to reasonable consumers; because JUUL products
5 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
6 representations concerning the same subject matter as the omitted facts.

7 2951. As set forth in the allegations concerning each Plaintiff in Appendix A, in
8 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
9 and/or omissions. Reasonable consumers would have been expected to have relied on the
10 misrepresentations and omissions.

11 2952. Defendants knew or should have known that their misrepresentations and/or
12 omissions were false and misleading, and intended for consumers to rely on such
13 misrepresentations and omissions.

14 2953. JLI knew that JUUL products were not safe or reasonable alternatives to
15 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
16 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
17 products.

18 2954. JUUL's conduct actually and proximately caused damages to Plaintiffs and class
19 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
20 differently and would not have purchased JUUL products or would have paid less for them.
21 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
22 JUUL products they would not otherwise have purchased and enter into purchase contracts they
23 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
24 member of the class damages in an amount to be proven at trial, as well as any other relief the
25 Court may deem just or proper.

26 **c. Breach of the Implied Warranty of Merchantability**

27 2955. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

28 2956. This claim is brought against JLI.

1 2957. JUUL has at all times been a merchant with respect to the products which were
2 sold to Plaintiff and the class and was in the business of selling such products.

3 2958. Each JUUL product sold by JUUL comes with an implied warranty that it will
4 merchantable and fit for the ordinary purpose for which it would be used. *See* Tenn. Code Ann.
5 § 47-2-314. JUUL has breached its implied warranty of merchantability because its products
6 were not in merchantable condition when sold, were defective when sold, did not conform to the
7 promises and affirmations of fact made on the products' containers or labels, and/or do not
8 possess even the most basic degree of fitness for ordinary use.

9 2959. The ordinary intended purpose of JUUL's products—and the purpose for which
10 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
11 products are not fit for that use—or any other use—because they (i) were not smoking cessation
12 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
13 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
14 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
15 products are not fit for their ordinary, intended use as either cigarette replacement devices or
16 recreation smoking devices.

17 2960. Plaintiffs and each member of the class have had sufficient direct dealings with
18 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
19 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
20 each member of the class, on the other hand.

21 2961. Further, Plaintiffs and each member of the class were third-party beneficiaries of
22 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
23 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
24 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
25 the express purpose an intent of being sold to consumers.

26 2962. Plaintiffs and the members of the class were injured as a direct and proximate
27 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
28 the Tennessee Direct Purchaser Subclass were damaged as a result of JUUL's breach of its

1 implied warranty of merchantability because, had they been aware of the unmerchantable
2 condition of JUUL products, they would not have purchased JUUL products, or would have
3 paid less for them. Plaintiffs seek damages in an amount to be proven at trial, as well as any
4 other relief the Court may deem just or proper.

5 2963. JUUL was provided notice of these issues by numerous complaints filed against
6 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
7 individual letters and communications sent by consumers before or within a reasonable amount
8 of time after they discovered or should have discovered that's JUUL product were defective and
9 unmerchantable.

10 **d. Unjust Enrichment**

11 2964. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

12 2965. This claim is brought against JLI and the Management Defendants.

13 2966. Defendants created and implemented a scheme to create a market for e-cigarettes
14 and substantially increase sales of JUUL products through a pervasive pattern of false and
15 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
16 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
17 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
18 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
19 products.

20 2967. Defendants were unjustly enriched as a result of their wrongful conduct,
21 including through the false and misleading advertisements and omissions regarding (i) whether
22 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
23 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
24 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
25 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
26 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
27 enriched through their scheme of marketing their products to minors. Tennessee Code
28 Annotated §§ 39-17-1504(a) and 39-17-1504(d) prohibit the marketing and sale of JUUL

1 products to minors.

2 2968. Defendants requested and received a measurable benefit at the expense of
3 Plaintiffs and class members in the form of payment for JUUL products.

4 2969. Defendants appreciated, recognized, and chose to accept the monetary benefits
5 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
6 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

7 2970. There is no justification for Defendants' enrichment. It would be inequitable,
8 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
9 benefits were procured as a result of their wrongful conduct.

10 2971. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
11 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
12 with Defendant.

13 2972. Plaintiffs plead this claim separately as well as in the alternative to their other
14 claims, as without such claims they would have no adequate legal remedy.

15 **43. Texas**

16 2973. Plaintiffs bring each of the following claims on behalf of the Texas Subclass
17 under Texas law.

18 **a. Violation of the Texas Deceptive Trade Practices-Consumer**
19 **Protection Act (Tex. Bus. & Com. Code §§ 17.41, et seq.)**

20 2974. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

21 2975. This claim is brought against JLI and, for certain unfair and/or unconscionable
22 conduct claims as noted below, all Defendants.

23 2976. Plaintiffs, class members, and Defendants are persons under Texas's Deceptive
24 Trade Practices-Consumer Protection Act.

25 2977. Plaintiffs and class members are individuals who purchased JUUL products.

26 2978. Defendants created and implemented a scheme to create a market for e-cigarettes
27 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
28 statements and omissions. Defendants aimed to portray JUUL products as cool and safe

1 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
2 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
3 addictiveness, and significant risks of substantial physical injury from using JUUL products.

4 2979. Advertisements and representations for JUUL products contained deceptive
5 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
6 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
7 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
8 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
9 decades, JLI used third parties and word of mouth to spread false and misleading information
10 about JUUL products.

11 2980. Advertisements and representations for JUUL products concealed and failed to
12 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
13 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
14 addictive, posed significant risks of substantial physical injury resulting from the use of the
15 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
16 consumed through a pack of combustible cigarettes.

17 2981. The labels on JUUL products failed to disclose that the products posed
18 significant risks of substantial physical injury resulting from the use of the products. The labels
19 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

20 2982. The omissions were misleading and deceptive standing alone and were
21 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
22 cigarettes and other representations.

23 2983. JLI's conduct was unfair and unconscionable in that it included (i) the
24 manufacture and sale of products with a heightened propensity to cause addiction and physical
25 injuries and (ii) misrepresentations and omissions of material facts concerning the
26 characteristics and safety of JUUL products that offended public policy; were immoral,
27 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
28 substantial harm that greatly outweighs any possible utility from the conduct. JUUL's acts took

1 advantage of the lack of knowledge, ability, experience, or capacity of Plaintiffs and class
2 members to a grossly unfair degree and to the detriment of Plaintiffs and class members.

3 2984. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
4 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
5 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
6 products are of a particular standard, quality, or grade, or that goods are of a particular style or
7 model, when they are not; (c) advertising goods or services with intent not to sell them as
8 advertised; and (d) failing to disclose information concerning JUUL products which was known
9 at the time of the JUUL's sale of the products, with the intention to induce the consumers into
10 transactions into which consumers would not have entered had the information been disclosed.

11 2985. JLI's conduct was fraudulent and deceptive because the misrepresentations and
12 omissions had the capacity and tendency to deceive, and in fact did, deceive reasonable
13 consumers including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have
14 found it material to their purchasing decisions that JUUL's products (i) were not smoking
15 cessation devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were
16 extremely potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed
17 unreasonable risks of substantial bodily injury resulting from the use of the products, and (vi)
18 that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a
19 pack of combustible cigarettes. Knowledge of these facts would have been a substantial factor
20 in Plaintiffs' and class members' decisions to purchase JUUL products.

21 2986. JLI owed Plaintiffs and class members a duty to disclose these facts because they
22 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
23 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
24 facts; because the facts would be material to reasonable consumers; because JLI actively
25 concealed them; because JLI intended for consumers to rely on the omissions in question;
26 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
27 made partial representations concerning the same subject matter as the omitted facts.

28 2987. As set forth in the allegations concerning each Plaintiff in Appendix A, in

1 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
2 Reasonable consumers would have been expected to have relied on the misrepresentations and
3 omissions.

4 2988. Defendants knew or should have known that their misrepresentations and/or
5 omissions were false and misleading, and intended for consumers to rely on such
6 misrepresentations and omissions.

7 2989. In addition, all Defendants engaged in unconscionable conduct because the
8 targeting of minors took advantage of the lack of knowledge, ability, experience, or capacity of
9 Plaintiffs and class members to a grossly unfair degree and to the detriment of Plaintiffs and
10 class members. In particular, Texas law seeks to protect minors from being the target of sales
11 and marketing practices concerning JUUL products. Texas Health & Safety Code § 161.082,
12 161.087 and 161.452(c).

13 2990. Defendants' conduct actually and proximately caused actual damages to
14 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
15 class members would have behaved differently and would not have purchased JUUL products
16 or would have paid less for them. Defendants' misrepresentations and omissions induced
17 Plaintiffs and class members to purchase JUUL products they would not otherwise have
18 purchased and enter into purchase contracts they would not otherwise have entered into. In
19 addition, class members who are minors are entitled to full repayment of the amounts they spent
20 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
21 economic damages, treble damages, and restitution, as well as injunctive relief, attorney's fees,
22 and any other relief the Court may deem just or proper.

23 **b. Common Law Fraud**

24 2991. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

25 2992. This claim is brought against JLI.

26 2993. JUUL created and implemented a scheme to create a market for e-cigarettes and
27 substantially increase sales of JUUL through a pervasive pattern of false and misleading
28 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe

1 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
2 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
3 addictiveness, and significant risks of substantial physical injury from using JUUL products.

4 2994. Advertisements and representations for JUUL products contained deceptive
5 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
6 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
7 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
8 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
9 decades, JLI used third parties and word of mouth to spread false and misleading information
10 about JUUL products.

11 2995. Advertisements and representations for JUUL products concealed and failed to
12 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
13 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
14 addictive, posed significant risks of substantial physical injury resulting from the use of the
15 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
16 consumed through a pack of combustible cigarettes.

17 2996. The labels on JUUL products failed to disclose that the products posed
18 significant risks of substantial physical injury resulting from the use of the products. The labels
19 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

20 2997. The omissions were misleading and deceptive standing alone and were
21 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
22 cigarettes and other representations.

23 2998. JLI's conduct was fraudulent and deceptive because its misrepresentations and
24 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
25 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
26 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
27 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
28 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable

1 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
2 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
3 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
4 Plaintiffs' and class members' decisions to purchase JUUL products.

5 2999. JLI owed Plaintiffs and class members a duty to disclose these facts because they
6 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
7 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
8 facts; because the facts would be material to reasonable consumers; because JUUL products
9 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
10 representations concerning the same subject matter as the omitted facts.

11 3000. As set forth in the allegations concerning each Plaintiff in Appendix A, in
12 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
13 and/or omissions. Reasonable consumers would have been expected to have relied on the
14 misrepresentations and omissions.

15 3001. Defendants knew or should have known that their misrepresentations and/or
16 omissions were false and misleading, and intended for consumers to rely on such
17 misrepresentations and omissions.

18 3002. JLI knew that JUUL products were not safe or reasonable alternatives to
19 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
20 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
21 products.

22 3003. JUUL's conduct actually and proximately caused damages to Plaintiffs and class
23 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
24 differently and would not have purchased JUUL products or would have paid less for them.
25 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
26 JUUL products they would not otherwise have purchased and enter into purchase contracts they
27 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
28 member of the class damages in an amount to be proven at trial, as well as any other relief the

1 Court may deem just or proper.

2 **c. Breach of the Implied Warranty of Merchantability**

3 3004. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

4 3005. This claim is brought against JLI.

5 3006. JUUL has at all times been a merchant with respect to the products which were
6 sold to Plaintiff and the class and was in the business of selling such products.

7 3007. Each JUUL product sold by JUUL comes with an implied warranty that it will
8 merchantable and fit for the ordinary purpose for which it would be used. *See* Tex. Bus. & Com.
9 Code § 2.314. JUUL has breached its implied warranty of merchantability because its products
10 were not in merchantable condition when sold, were defective when sold, did not conform to the
11 promises and affirmations of fact made on the products' containers or labels, and/or do not
12 possess even the most basic degree of fitness for ordinary use.

13 3008. The ordinary intended purpose of JUUL's products—and the purpose for which
14 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
15 products are not fit for that use—or any other use—because they (i) were not smoking cessation
16 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
17 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
18 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
19 products are not fit for their ordinary, intended use as either cigarette replacement devices or
20 recreation smoking devices.

21 3009. Plaintiffs and each member of the class have had sufficient direct dealings with
22 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
23 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
24 each member of the class, on the other hand.

25 3010. Further, Plaintiffs and each member of the class were third-party beneficiaries of
26 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
27 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
28 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with

1 the express purpose an intent of being sold to consumers.

2 3011. Plaintiffs and the members of the class were injured as a direct and proximate
3 result of JUUL’s breach of its implied warranties of merchantability. Plaintiffs and members of
4 the class were damaged as a result of JUUL’s breach of its implied warranty of merchantability
5 because, had they been aware of the unmerchantable condition of JUUL products, they would
6 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
7 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

8 3012. JUUL was provided notice of these issues by numerous complaints filed against
9 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
10 individual letters and communications sent by consumers before or within a reasonable amount
11 of time after they discovered or should have discovered that’s JUUL product were defective and
12 unmerchantable.

13 **d. Unjust Enrichment**

14 3013. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

15 3014. This claim is brought against JLI and the Management Defendants.

16 3015. Defendants created and implemented a scheme to create a market for e-cigarettes
17 and substantially increase sales of JUUL products through a pervasive pattern of false and
18 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
19 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
20 while misrepresenting or omitting key facts concerning JUUL products’ nicotine content and
21 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
22 products.

23 3016. Defendants were unjustly enriched as a result of their wrongful conduct,
24 including through the false and misleading advertisements and omissions regarding (i) whether
25 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
26 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
27 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
28 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the

1 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
2 enriched through their scheme of marketing their products to minors. Texas Health & Safety
3 Code § 161.082, 161.087 and 161.452(c) prohibit the marketing and sale of JUUL products to
4 minors.

5 3017. Defendants requested and received a measurable benefit at the expense of
6 Plaintiffs and class members in the form of payment for JUUL products.

7 3018. Defendants appreciated, recognized, and chose to accept the monetary benefits
8 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
9 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

10 3019. There is no justification for Defendants' enrichment. It would be inequitable,
11 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
12 benefits were procured as a result of their wrongful conduct.

13 3020. Plaintiffs plead this claim separately as well as in the alternative to their other
14 claims, as without such claims they would have no adequate legal remedy.

15 **44. Utah**

16 3021. Plaintiffs bring each of the following claims on behalf of the Utah Subclass
17 under Utah law:

18 **a. Violation of the Utah Consumer Sales Practices Act (Utah**
19 **Code Ann. §§ 13-11-1, et seq.)**

20 3022. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

21 3023. This claim is brought against JLI.

22 3024. Plaintiffs, class members, and Defendants are persons under Utah's Consumer
23 Sales Practices Act.

24 3025. Plaintiffs and class members purchased JUUL products in consumer transactions
25 primarily for personal purposes.

26 3026. Defendants created and implemented a scheme to create a market for e-cigarettes
27 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
28 statements and omissions. Defendants aimed to portray JUUL products as cool and safe

1 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
2 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
3 addictiveness, and significant risks of substantial physical injury from using JUUL products.

4 3027. Advertisements and representations for JUUL products contained deceptive
5 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
6 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
7 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
8 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
9 decades, JLI used third parties and word of mouth to spread false and misleading information
10 about JUUL products.

11 3028. Advertisements and representations for JUUL products concealed and failed to
12 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
13 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
14 addictive, posed significant risks of substantial physical injury resulting from the use of the
15 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
16 consumed through a pack of combustible cigarettes.

17 3029. The labels on JUUL products failed to disclose that the products posed
18 significant risks of substantial physical injury resulting from the use of the products. The labels
19 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

20 3030. The omissions were misleading and deceptive standing alone and were
21 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
22 cigarettes and other representations.

23 3031. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
24 unfair business practices: (a) misrepresenting that JUUL products have performance
25 characteristics, uses, or benefits, which they do not have; (b) misrepresenting that JUUL
26 products are of a particular standard, quality, or grade, or that goods are of a particular style or
27 model, when they are not; and (c) misrepresenting that the subject of a transaction has been
28 supplied in accordance with a previous representation when it has not.

1 3032. JLI's conduct was fraudulent and deceptive because the misrepresentations and
2 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers,
3 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
4 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
5 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
6 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
7 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
8 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
9 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
10 Plaintiffs' and class members' decisions to purchase JUUL products.

11 3033. JLI owed Plaintiffs and class members a duty to disclose these facts because they
12 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
13 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
14 facts; because the facts would be material to reasonable consumers; because JLI actively
15 concealed them; because JLI intended for consumers to rely on the omissions in question;
16 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
17 made partial representations concerning the same subject matter as the omitted facts.

18 3034. Defendants knew or should have known that their misrepresentations and/or
19 omissions were false and misleading, and intended for consumers to rely on such
20 misrepresentations and omissions.

21 3035. Defendants' conduct actually and proximately caused actual damages to
22 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
23 class members would have behaved differently and would not have purchased JUUL products
24 or would have paid less for them. Defendants' misrepresentations and omissions induced
25 Plaintiffs and class members to purchase JUUL products they would not otherwise have
26 purchased and enter into purchase contracts they would not otherwise have entered into. In
27 addition, class members who are minors are entitled to full repayment of the amounts they spent
28 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—

1 actual damages as well as restitution, injunctive relief, attorney's fees, and any other relief the
2 Court may deem just or proper.

3 3036. Defendants had notice that its conduct was in violation of the law based on prior
4 rulings in sprawling, decades-long tobacco litigation and other notice they have received as a
5 result of lawsuits filed against them, and regulations promulgated under Utah Code §§ 13-11-1,
6 *et seq.*, including, but not limited to, Utah Administrative Code R152-11-3(B)(1).

7 **b. Violation of the Utah Truth in Advertising Law (Utah Code**
8 **Ann. §§ 13-11a-1, *et seq.*)**

9 3037. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

10 3038. This claim is brought against JLI.

11 3039. Plaintiffs, class members, and Defendants are persons under Utah's Truth in
12 Advertising Law.

13 3040. JLI is a supplier of JUUL products because it sells, assigns, offers, brokers, or
14 regularly solicits, engages in, or enforces sales of JUUL products.

15 3041. Plaintiffs and class members purchased JUUL products for personal purposes.

16 3042. Defendants created and implemented a scheme to create a market for e-cigarettes
17 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
18 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
19 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
20 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
21 addictiveness, and significant risks of substantial physical injury from using JUUL products.

22 3043. Advertisements and representations for JUUL products contained deceptive
23 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
24 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
25 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
26 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
27 decades, JLI used third parties and word of mouth to spread false and misleading information
28 about JUUL products.

1 3044. Advertisements and representations for JUUL products concealed and failed to
2 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
3 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
4 addictive, posed significant risks of substantial physical injury resulting from the use of the
5 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
6 consumed through a pack of combustible cigarettes.

7 3045. The labels on JUUL products failed to disclose that the products posed
8 significant risks of substantial physical injury resulting from the use of the products. The labels
9 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

10 3046. The omissions were misleading and deceptive standing alone and were
11 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
12 cigarettes and other representations.

13 3047. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
14 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
15 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
16 products are of a particular standard, quality, or grade, or that goods are of a particular style or
17 model, when they are not; and (c) advertising goods or services with intent not to sell them as
18 advertised.

19 3048. JLI's conduct was fraudulent and deceptive because the misrepresentations and
20 omissions at issue were likely to cause, and in fact did cause, a likelihood of confusion or
21 misunderstanding. Reasonable consumers, including the Plaintiffs, would have found it
22 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
23 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
24 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
25 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
26 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
27 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
28 Plaintiffs' and class members' decisions to purchase JUUL products.

1 3049. JLI owed Plaintiffs and class members a duty to disclose these facts because they
2 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
3 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
4 facts; because the facts would be material to reasonable consumers; because JLI actively
5 concealed them; because JLI intended for consumers to rely on the omissions in question;
6 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
7 made partial representations concerning the same subject matter as the omitted facts.

8 3050. As set forth in the allegations concerning each Plaintiff in Appendix A, in
9 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
10 Reasonable consumers would have been expected to have relied on the misrepresentations and
11 omissions.

12 3051. Defendants knew or should have known that their misrepresentations and/or
13 omissions were false and misleading, and intended for consumers to rely on such
14 misrepresentations and omissions.

15 3052. Defendants' conduct actually and proximately caused actual damages to
16 Plaintiffs and class members. Absent Defendants' deceptive and fraudulent conduct, Plaintiffs
17 and class members would have behaved differently and would not have purchased JUUL
18 products or would have paid less for them. Defendants' misrepresentations and omissions
19 induced Plaintiffs and class members to purchase JUUL products they would not otherwise have
20 purchased and enter into purchase contracts they would not otherwise have entered into. In
21 addition, class members who are minors are entitled to full repayment of the amounts they spent
22 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
23 actual damages or \$2,000, whichever is greater, and statutory damages, as well as restitution,
24 injunctive relief, attorney's fees, and any other relief the Court may deem just or proper.

25 **c. Common Law Fraud**

26 3053. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

27 3054. This claim is brought against JLI.

28 3055. JUUL created and implemented a scheme to create a market for e-cigarettes and

1 substantially increase sales of JUUL through a pervasive pattern of false and misleading
2 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
3 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
4 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
5 addictiveness, and significant risks of substantial physical injury from using JUUL products.

6 3056. Advertisements and representations for JUUL products contained deceptive
7 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
8 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
9 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
10 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
11 decades, JLI used third parties and word of mouth to spread false and misleading information
12 about JUUL products.

13 3057. Advertisements and representations for JUUL products concealed and failed to
14 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
15 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
16 addictive, posed significant risks of substantial physical injury resulting from the use of the
17 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
18 consumed through a pack of combustible cigarettes.

19 3058. The labels on JUUL products failed to disclose that the products posed
20 significant risks of substantial physical injury resulting from the use of the products. The labels
21 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

22 3059. The omissions were misleading and deceptive standing alone and were
23 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
24 cigarettes and other representations.

25 3060. JLI's conduct was fraudulent and deceptive because its misrepresentations and
26 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
27 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
28 material to their purchasing decisions that JUUL's products (i) were not smoking cessation

1 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
2 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
3 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
4 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
5 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
6 Plaintiffs' and class members' decisions to purchase JUUL products.

7 3061. JLI owed Plaintiffs and class members a duty to disclose these facts because they
8 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
9 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
10 facts; because the facts would be material to reasonable consumers; because JUUL products
11 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
12 representations concerning the same subject matter as the omitted facts.

13 3062. As set forth in the allegations concerning each Plaintiff in Appendix A, in
14 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
15 and/or omissions. Reasonable consumers would have been expected to have relied on the
16 misrepresentations and omissions.

17 3063. Defendants knew or should have known that their misrepresentations and/or
18 omissions were false and misleading, and intended for consumers to rely on such
19 misrepresentations and omissions.

20 3064. JLI knew that JUUL products were not safe or reasonable alternatives to
21 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
22 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
23 products.

24 3065. JUUL's conduct actually and proximately caused damages to Plaintiffs and class
25 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
26 differently and would not have purchased JUUL products or would have paid less for them.
27 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
28 JUUL products they would not otherwise have purchased and enter into purchase contracts they

1 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
2 member of the class damages in an amount to be proven at trial, as well as any other relief the
3 Court may deem just or proper.

4 **d. Breach of the Implied Warranty of Merchantability**

5 3066. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

6 3067. This claim is brought against JLI.

7 3068. JUUL has at all times been a merchant with respect to the products which were
8 sold to Plaintiff and the class and was in the business of selling such products.

9 3069. Each JUUL product sold by JUUL comes with an implied warranty that it will
10 merchantable and fit for the ordinary purpose for which it would be used. *See* Utah Code Ann.
11 § 70A-2-314. JUUL has breached its implied warranty of merchantability because its products
12 were not in merchantable condition when sold, were defective when sold, did not conform to the
13 promises and affirmations of fact made on the products' containers or labels, and/or do not
14 possess even the most basic degree of fitness for ordinary use.

15 3070. The ordinary intended purpose of JUUL's products—and the purpose for which
16 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
17 products are not fit for that use—or any other use—because they (i) were not smoking cessation
18 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
19 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
20 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
21 products are not fit for their ordinary, intended use as either cigarette replacement devices or
22 recreation smoking devices.

23 3071. Plaintiffs and each member of the class have had sufficient direct dealings with
24 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
25 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
26 each member of the class, on the other hand.

27 3072. Further, Plaintiffs and each member of the class were third-party beneficiaries of
28 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and

1 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
2 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
3 the express purpose an intent of being sold to consumers.

4 3073. Plaintiffs and the members of the class were injured as a direct and proximate
5 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
6 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
7 because, had they been aware of the unmerchantable condition of JUUL products, they would
8 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
9 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

10 3074. JUUL was provided notice of these issues by numerous complaints filed against
11 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
12 individual letters and communications sent by consumers before or within a reasonable amount
13 of time after they discovered or should have discovered that's JUUL product were defective and
14 unmerchantable.

15 **e. Unjust Enrichment**

16 3075. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

17 3076. This claim is brought against JLI and the Management Defendants.

18 3077. Defendants created and implemented a scheme to create a market for e-cigarettes
19 and substantially increase sales of JUUL products through a pervasive pattern of false and
20 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
21 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
22 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
23 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
24 products.

25 3078. Defendants were unjustly enriched as a result of their wrongful conduct,
26 including through the false and misleading advertisements and omissions regarding (i) whether
27 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
28 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were

1 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
2 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
3 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
4 enriched through their scheme of marketing their products to minors. Utah Code Annotated
5 section 76-10-104 prohibits the marketing and sale of JUUL products to minors.

6 3079. Defendants requested and received a measurable benefit at the expense of
7 Plaintiffs and class members in the form of payment for JUUL products.

8 3080. Defendants appreciated, recognized, and chose to accept the monetary benefits
9 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
10 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

11 3081. There is no justification for Defendants' enrichment. It would be inequitable,
12 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
13 benefits were procured as a result of their wrongful conduct.

14 3082. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
15 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
16 with Defendant.

17 3083. Plaintiffs plead this claim separately as well as in the alternative to their other
18 claims, as without such claims they would have no adequate legal remedy.

19 **45. Vermont**

20 3084. Plaintiffs bring each of the following claims on behalf of the Vermont Subclass
21 under Vermont law.

22 **a. Violation of the Vermont Consumer Protection Act (Vt. Stat.**
23 **Ann. tit. 9 §§ 2451, et seq.)**

24 3085. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

25 3086. This claim is brought against JLI and, for certain unfair and/or unconscionable
26 conduct claims as noted below, all Defendants.

27 3087. Plaintiffs and class members purchased JUUL products not for resale in the
28 ordinary course of their trade or business but for personal purposes.

1 3088. Defendants created and implemented a scheme to create a market for e-cigarettes
2 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
3 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
4 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
5 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
6 addictiveness, and significant risks of substantial physical injury from using JUUL products.

7 3089. Advertisements and representations for JUUL products contained deceptive
8 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
9 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
10 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
11 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
12 decades, JLI used third parties and word of mouth to spread false and misleading information
13 about JUUL products.

14 3090. Advertisements and representations for JUUL products concealed and failed to
15 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
16 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
17 addictive, posed significant risks of substantial physical injury resulting from the use of the
18 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
19 consumed through a pack of combustible cigarettes.

20 3091. The labels on JUUL products failed to disclose that the products posed
21 significant risks of substantial physical injury resulting from the use of the products. The labels
22 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

23 3092. The omissions were misleading and deceptive standing alone and were
24 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
25 cigarettes and other representations.

26 3093. JLI's conduct was unfair and unconscionable in that it included (i) the
27 manufacture and sale of products with a heightened propensity to cause addiction and physical
28 injuries and (ii) misrepresentations and omissions of material facts concerning the

1 characteristics and safety of JUUL products that offended public policy; were immoral,
2 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
3 substantial harm that greatly outweighs any possible utility from the conduct.

4 3094. JLI's conduct was fraudulent and deceptive because the misrepresentations and
5 omissions had the tendency or capacity to deceive, and in fact did, deceive reasonable
6 consumers including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have
7 found it material to their purchasing decisions that JUUL's products (i) were not smoking
8 cessation devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were
9 extremely potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed
10 unreasonable risks of substantial bodily injury resulting from the use of the products, and (vi)
11 that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a
12 pack of combustible cigarettes. Knowledge of these facts would have been a substantial factor
13 in Plaintiffs' and class members' decisions to purchase JUUL products.

14 3095. JLI owed Plaintiffs and class members a duty to disclose these facts because they
15 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
16 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
17 facts; because the facts would be material to reasonable consumers; because JLI actively
18 concealed them; because JLI intended for consumers to rely on the omissions in question;
19 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
20 made partial representations concerning the same subject matter as the omitted facts.

21 3096. JLI and the Management Defendants engaged in fraudulent and deceptive
22 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
23 products were appropriate for minors, when in fact the products never should have been
24 marketed to minors and are especially harmful to minors due to the potent and addictive
25 nicotine doses, addictive qualities, and health risks.

26 3097. In addition, all Defendants engaged in unfair and unconscionable conduct
27 because the targeting of minors offends public policy (in particular Vt. Stat. Ann. tit. 7
28 §§ 1003(a) & 1007(a)); is immoral, unethical, oppressive, outrageous, unscrupulous, and

1 substantially injurious; and has caused substantial harm that greatly outweighs any possible
2 utility from the conduct.

3 3098. As alleged above, all Defendants participated and/or facilitated the marketing of
4 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
5 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
6 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
7 use of JUUL products by minors continues to rise.

8 3099. Defendants' conduct actually and proximately caused actual damages to
9 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
10 class members would have behaved differently and would not have purchased JUUL products
11 or would have paid less for them. Defendants' misrepresentations and omissions induced
12 Plaintiffs and class members to purchase JUUL products they would not otherwise have
13 purchased and enter into purchase contracts they would not otherwise have entered into. In
14 addition, class members who are minors are entitled to full repayment of the amounts they spent
15 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
16 actual, treble, and punitive damages and restitution, as well as injunctive relief, attorney's fees,
17 and any other relief the Court may deem just or proper.

18 **b. Common Law Fraud**

19 3100. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

20 3101. This claim is brought against JLI.

21 3102. JUUL created and implemented a scheme to create a market for e-cigarettes and
22 substantially increase sales of JUUL through a pervasive pattern of false and misleading
23 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
24 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
25 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
26 addictiveness, and significant risks of substantial physical injury from using JUUL products.

27 3103. Advertisements and representations for JUUL products contained deceptive
28 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives

1 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
2 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
3 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
4 decades, JLI used third parties and word of mouth to spread false and misleading information
5 about JUUL products.

6 3104. Advertisements and representations for JUUL products concealed and failed to
7 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
8 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
9 addictive, posed significant risks of substantial physical injury resulting from the use of the
10 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
11 consumed through a pack of combustible cigarettes.

12 3105. The labels on JUUL products failed to disclose that the products posed
13 significant risks of substantial physical injury resulting from the use of the products. The labels
14 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

15 3106. The omissions were misleading and deceptive standing alone and were
16 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
17 cigarettes and other representations.

18 3107. JLI's conduct was fraudulent and deceptive because its misrepresentations and
19 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
20 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
21 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
22 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
23 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
24 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
25 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
26 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
27 Plaintiffs' and class members' decisions to purchase JUUL products.

28 3108. JLI owed Plaintiffs and class members a duty to disclose these facts because they

1 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
2 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
3 facts; because the facts would be material to reasonable consumers; because JUUL products
4 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
5 representations concerning the same subject matter as the omitted facts.

6 3109. As set forth in the allegations concerning each Plaintiff in Appendix A, in
7 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
8 and/or omissions. Reasonable consumers would have been expected to have relied on the
9 misrepresentations and omissions.

10 3110. Defendants knew or should have known that their misrepresentations and/or
11 omissions were false and misleading, and intended for consumers to rely on such
12 misrepresentations and omissions.

13 3111. JLI knew that JUUL products were not safe or reasonable alternatives to
14 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
15 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
16 products.

17 3112. JUUL's conduct actually and proximately caused damages to Plaintiffs and class
18 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
19 differently and would not have purchased JUUL products or would have paid less for them.
20 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
21 JUUL products they would not otherwise have purchased and enter into purchase contracts they
22 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
23 member of the class damages in an amount to be proven at trial, as well as any other relief the
24 Court may deem just or proper.

25 **c. Breach of the Implied Warranty of Merchantability**

26 3113. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

27 3114. This claim is brought against JLI.

28 3115. JUUL has at all times been a merchant with respect to the products which were

1 sold to Plaintiff and the class and was in the business of selling such products.

2 3116. Each JUUL product sold by JUUL comes with an implied warranty that it will
3 merchantable and fit for the ordinary purpose for which it would be used. *See* Vt. Stat. Ann. tit.
4 9A § 2-314. JUUL has breached its implied warranty of merchantability because its products
5 were not in merchantable condition when sold, were defective when sold, did not conform to the
6 promises and affirmations of fact made on the products' containers or labels, and/or do not
7 possess even the most basic degree of fitness for ordinary use.

8 3117. The ordinary intended purpose of JUUL's products—and the purpose for which
9 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
10 products are not fit for that use—or any other use—because they (i) were not smoking cessation
11 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
12 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
13 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
14 products are not fit for their ordinary, intended use as either cigarette replacement devices or
15 recreation smoking devices.

16 3118. Plaintiffs and each member of the class have had sufficient direct dealings with
17 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
18 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
19 each member of the class, on the other hand.

20 3119. Further, Plaintiffs and each member of the class were third-party beneficiaries of
21 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
22 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
23 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
24 the express purpose an intent of being sold to consumers.

25 3120. Plaintiffs and the members of the class were injured as a direct and proximate
26 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
27 the Vermont Direct Purchaser Subclass were damaged as a result of JUUL's breach of its
28 implied warranty of merchantability because, had they been aware of the unmerchantable

1 condition of JUUL products, they would not have purchased JUUL products, or would have
2 paid less for them. Plaintiffs seek damages in an amount to be proven at trial, as well as any
3 other relief the Court may deem just or proper.

4 3121. JUUL was provided notice of these issues by numerous complaints filed against
5 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
6 individual letters and communications sent by consumers before or within a reasonable amount
7 of time after they discovered or should have discovered that's JUUL product were defective and
8 unmerchantable.

9 **d. Unjust Enrichment**

10 3122. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

11 3123. This claim is brought against JLI and the Management Defendants.

12 3124. Defendants created and implemented a scheme to create a market for e-cigarettes
13 and substantially increase sales of JUUL products through a pervasive pattern of false and
14 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
15 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
16 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
17 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
18 products.

19 3125. Defendants were unjustly enriched as a result of their wrongful conduct,
20 including through the false and misleading advertisements and omissions regarding (i) whether
21 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
22 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
23 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
24 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
25 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
26 enriched through their scheme of marketing their products to minors. Vermont Statutes
27 Annotated title 7 §§ 1003(a) and 1007(a) prohibit the marketing and sale of JUUL products to
28 minors.

1 3126. Defendants requested and received a measurable benefit at the expense of
2 Plaintiffs and class members in the form of payment for JUUL products.

3 3127. Defendants appreciated, recognized, and chose to accept the monetary benefits
4 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
5 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

6 3128. There is no justification for Defendants' enrichment. It would be inequitable,
7 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
8 benefits were procured as a result of their wrongful conduct.

9 3129. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
10 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
11 with Defendant.

12 3130. Plaintiffs plead this claim separately as well as in the alternative to their other
13 claims, as without such claims they would have no adequate legal remedy.

14 **46. Virginia**

15 3131. Plaintiffs bring each of the following claims on behalf of the Virginia Subclass
16 under Virginia law.

17 **a. Violation of the Virginia Consumer Protection Act (Va. Code**
18 **Ann. § 59.1-196, et seq.)**

19 3132. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

20 3133. This claim is brought against JLI and, for certain claims below, the Management
21 Defendants.

22 3134. Plaintiffs, class members, and JUUL are persons under Virginia's Consumer
23 Protection Act.

24 3135. Plaintiffs and class members purchased JUUL products in consumer transactions,
25 *i.e.*, for personal purposes.

26 3136. JUUL advertised, solicited, or engaged in consumer transactions to sell JUUL
27 products, or is a manufacturer, distributor, or licensor that advertised, sold, or licensed JUUL
28 products to be resold, leased, or sublicensed by other persons in consumer transactions.

1 3137. Defendants created and implemented a scheme to create a market for e-cigarettes
2 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
3 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
4 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
5 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
6 addictiveness, and significant risks of substantial physical injury from using JUUL products.

7 3138. Advertisements and representations for JUUL products contained deceptive
8 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
9 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
10 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
11 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
12 decades, JLI used third parties and word of mouth to spread false and misleading information
13 about JUUL products.

14 3139. Advertisements and representations for JUUL products concealed and failed to
15 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
16 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
17 addictive, posed significant risks of substantial physical injury resulting from the use of the
18 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
19 consumed through a pack of combustible cigarettes.

20 3140. The labels on JUUL products failed to disclose that the products posed
21 significant risks of substantial physical injury resulting from the use of the products. The labels
22 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

23 3141. The omissions were misleading and deceptive standing alone and were
24 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
25 cigarettes and other representations.

26 3142. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
27 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
28 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL

1 products are of a particular standard, quality, or grade, or that goods are of a particular style or
2 model, when they are not; and (c) advertising goods or services with intent not to sell them as
3 advertised.

4 3143. JLI's conduct was fraudulent and deceptive because the misrepresentations and
5 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers,
6 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
7 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
8 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
9 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
10 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
11 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
12 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
13 Plaintiffs' and class members' decisions to purchase JUUL products.

14 3144. JLI owed Plaintiffs and class members a duty to disclose these facts because they
15 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
16 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
17 facts; because the facts would be material to reasonable consumers; because JLI actively
18 concealed them; because JLI intended for consumers to rely on the omissions in question;
19 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
20 made partial representations concerning the same subject matter as the omitted facts.

21 3145. As set forth in the allegations concerning each Plaintiff in Appendix A, in
22 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
23 Reasonable consumers would have been expected to have relied on the misrepresentations and
24 omissions.

25 3146. JLI and the Management Defendants engaged in fraudulent and deceptive
26 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
27 products were appropriate for minors, when in fact the products never should have been
28 marketed to minors and are especially harmful to minors due to the potent and addictive

1 nicotine doses, addictive qualities, and health risks.

2 3147. Defendants' conduct actually and proximately caused actual damages and loss to
3 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
4 class members would have behaved differently and would not have purchased JUUL products
5 or would have paid less for them. Defendants' misrepresentations and omissions induced
6 Plaintiffs and class members to purchase JUUL products they would not otherwise have
7 purchased and enter into purchase contracts they would not otherwise have entered into. In
8 addition, class members who are minors are entitled to full repayment of the amounts they spent
9 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
10 actual damages or \$500 per violation, whichever is greater, and statutory damages for each
11 willful violation in the amount of treble damages or \$1,000, whichever is greater, as well as
12 attorney's fees and any other relief the Court may deem just or proper.

13 **b. Common Law Fraud**

14 3148. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

15 3149. This claim is brought against JLI.

16 3150. JUUL created and implemented a scheme to create a market for e-cigarettes and
17 substantially increase sales of JUUL through a pervasive pattern of false and misleading
18 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
19 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
20 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
21 addictiveness, and significant risks of substantial physical injury from using JUUL products.

22 3151. Advertisements and representations for JUUL products contained deceptive
23 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
24 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
25 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
26 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
27 decades, JLI used third parties and word of mouth to spread false and misleading information
28 about JUUL products.

1 3152. Advertisements and representations for JUUL products concealed and failed to
2 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
3 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
4 addictive, posed significant risks of substantial physical injury resulting from the use of the
5 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
6 consumed through a pack of combustible cigarettes.

7 3153. The labels on JUUL products failed to disclose that the products posed
8 significant risks of substantial physical injury resulting from the use of the products. The labels
9 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

10 3154. The omissions were misleading and deceptive standing alone and were
11 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
12 cigarettes and other representations.

13 3155. JLI's conduct was fraudulent and deceptive because its misrepresentations and
14 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
15 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
16 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
17 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
18 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
19 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
20 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
21 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
22 Plaintiffs' and class members' decisions to purchase JUUL products.

23 3156. JLI owed Plaintiffs and class members a duty to disclose these facts because they
24 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
25 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
26 facts; because the facts would be material to reasonable consumers; because JUUL products
27 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
28 representations concerning the same subject matter as the omitted facts.

1 3157. As set forth in the allegations concerning each Plaintiff in Appendix A, in
2 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
3 and/or omissions. Reasonable consumers would have been expected to have relied on the
4 misrepresentations and omissions.

5 3158. Defendants knew or should have known that their misrepresentations and/or
6 omissions were false and misleading, and intended for consumers to rely on such
7 misrepresentations and omissions.

8 3159. JLI knew that JUUL products were not safe or reasonable alternatives to
9 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
10 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
11 products.

12 3160. JUUL's conduct actually and proximately caused damages to Plaintiffs and class
13 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
14 differently and would not have purchased JUUL products or would have paid less for them.
15 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
16 JUUL products they would not otherwise have purchased and enter into purchase contracts they
17 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
18 member of the class damages in an amount to be proven at trial, as well as any other relief the
19 Court may deem just or proper.

20 **c. Breach of the Implied Warranty of Merchantability**

21 3161. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

22 3162. This claim is brought against JLI.

23 3163. JUUL has at all times been a merchant with respect to the products which were
24 sold to Plaintiff and the class and was in the business of selling such products.

25 3164. Each JUUL product sold by JUUL comes with an implied warranty that it will
26 merchantable and fit for the ordinary purpose for which it would be used. *See* Va. Code Ann.
27 § 8.2-314. JUUL has breached its implied warranty of merchantability because its products
28 were not in merchantable condition when sold, were defective when sold, did not conform to the

1 promises and affirmations of fact made on the products' containers or labels, and/or do not
2 possess even the most basic degree of fitness for ordinary use.

3 3165. The ordinary intended purpose of JUUL's products—and the purpose for which
4 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
5 products are not fit for that use—or any other use—because they (i) were not smoking cessation
6 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
7 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
8 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
9 products are not fit for their ordinary, intended use as either cigarette replacement devices or
10 recreation smoking devices.

11 3166. Plaintiffs and each member of the class have had sufficient direct dealings with
12 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
13 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
14 each member of the class, on the other hand.

15 3167. Further, Plaintiffs and each member of the class were third-party beneficiaries of
16 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
17 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
18 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
19 the express purpose an intent of being sold to consumers.

20 3168. Plaintiffs and the members of the class were injured as a direct and proximate
21 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
22 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
23 because, had they been aware of the unmerchantable condition of JUUL products, they would
24 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
25 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper.

26 3169. JUUL was provided notice of these issues by numerous complaints filed against
27 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
28 individual letters and communications sent by consumers before or within a reasonable amount

1 of time after they discovered or should have discovered that's JUUL product were defective and
2 unmerchantable.

3 **d. Unjust Enrichment**

4 3170. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

5 3171. This claim is brought against JLI and the Management Defendants.

6 3172. Defendants created and implemented a scheme to create a market for e-cigarettes
7 and substantially increase sales of JUUL products through a pervasive pattern of false and
8 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
9 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
10 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
11 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
12 products.

13 3173. Defendants were unjustly enriched as a result of their wrongful conduct,
14 including through the false and misleading advertisements and omissions regarding (i) whether
15 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
16 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
17 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
18 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
19 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
20 enriched through their scheme of marketing their products to minors. Code of Virginia
21 Annotated section 18.2-371.2 prohibits the marketing and sale of JUUL products to minors, or
22 knowingly permitting the purchase of JUUL products by minors.

23 3174. Defendants requested and received a measurable benefit at the expense of
24 Plaintiffs and class members in the form of payment for JUUL products.

25 3175. Defendants appreciated, recognized, and chose to accept the monetary benefits
26 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
27 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

28 3176. There is no justification for Defendants' enrichment. It would be inequitable,

1 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
2 benefits were procured as a result of their wrongful conduct.

3 3177. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
4 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
5 with Defendant.

6 3178. Plaintiffs plead this claim separately as well as in the alternative to their other
7 claims, as without such claims they would have no adequate legal remedy.

8 **47. Washington**

9 3179. Plaintiffs bring each of the following claims on behalf of the Washington
10 Subclass under Washington law.

11 **a. Violation of the Washington Consumer Protection Act (Wash.
12 Rev. Code §§ 19.86.010, et seq.)**

13 3180. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

14 3181. This claim is brought against JLI and, for certain unfair and/or unconscionable
15 conduct claims as noted below, all Defendants.

16 3182. Plaintiffs, class members, and Defendants are each natural persons, corporations,
17 trusts, unincorporated associations or partnerships, and are thus persons under Washington's
18 Consumer Sales Practices Act.

19 3183. Plaintiffs and class members purchased JUUL products for personal purposes.

20 3184. Defendants engaged in trade or commerce directly or indirectly affecting the
21 people of Washington by advertising, offering for sale, selling, or distributing JUUL products.

22 3185. Defendants created and implemented a scheme to create a market for e-cigarettes
23 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
24 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
25 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
26 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
27 addictiveness, and significant risks of substantial physical injury from using JUUL products.

28 3186. Defendants' unlawful acts and practices occurred in connection with their sales

1 of JUUL products, in commerce directly or indirectly affecting the people of the state of
2 Washington.

3 3187. Advertisements and representations for JUUL products contained deceptive
4 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
5 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
6 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
7 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
8 decades, JLI used third parties and word of mouth to spread false and misleading information
9 about JUUL products.

10 3188. Advertisements and representations for JUUL products concealed and failed to
11 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
12 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
13 addictive, posed significant risks of substantial physical injury resulting from the use of the
14 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
15 consumed through a pack of combustible cigarettes.

16 3189. The labels on JUUL products failed to disclose that the products posed
17 significant risks of substantial physical injury resulting from the use of the products. The labels
18 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

19 3190. The omissions were misleading and deceptive standing alone and were
20 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
21 cigarettes and other representations.

22 3191. JLI's conduct was unfair and unconscionable in that it included (i) the
23 manufacture and sale of products with a heightened propensity to cause addiction and physical
24 injuries and (ii) misrepresentations and omissions of material facts concerning the
25 characteristics and safety of JUUL products that offended public policy; were immoral,
26 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
27 substantial harm that greatly outweighs any possible utility from the conduct.

28 3192. JLI's conduct was fraudulent and deceptive because the misrepresentations and

1 omissions had the capacity to deceive, and in fact did, deceive reasonable consumers including
2 the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to
3 their purchasing decisions that JUUL's products (i) were not smoking cessation devices, (ii)
4 were not reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-
5 delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of
6 substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
7 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
8 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
9 Plaintiffs' and class members' decisions to purchase JUUL products. JUUL's conduct thus had
10 the capacity to injure not just Plaintiffs but also other members of the public.

11 3193. JLI owed Plaintiffs and class members a duty to disclose these facts because they
12 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
13 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
14 facts; because the facts would be material to reasonable consumers; because JLI actively
15 concealed them; because JLI intended for consumers to rely on the omissions in question;
16 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
17 made partial representations concerning the same subject matter as the omitted facts.

18 3194. JLI and the Management Defendants engaged in fraudulent and deceptive
19 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
20 products were appropriate for minors, when in fact the products never should have been
21 marketed to minors and are especially harmful to minors due to the potent and addictive
22 nicotine doses, addictive qualities, and health risks.

23 3195. In addition, all Defendants engaged in unfair and unconscionable conduct that
24 affects the public interest because the targeting of minors offends public policy (in particular
25 Wash. Rev. Code Ann. §§ 70.155.005, *et seq.*, § 26.28.080 and § 70.345.090.); is immoral,
26 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and has caused
27 substantial harm that greatly outweighs any possible utility from the conduct.

28 3196. As alleged above, all Defendants participated and/or facilitated the marketing of

1 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
2 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
3 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
4 use of JUUL products by minors continues to rise.

5 3197. Defendants' conduct actually and proximately caused actual damages and loss of
6 money or property to Plaintiffs and class members. Absent Defendants' unfair and fraudulent
7 conduct, Plaintiffs and class members would have behaved differently and would not have
8 purchased JUUL products or would have paid less for them. Defendants' misrepresentations and
9 omissions induced Plaintiffs and class members to purchase JUUL products they would not
10 otherwise have purchased and enter into purchase contracts they would not otherwise have
11 entered into. In addition, class members who are minors are entitled to full repayment of the
12 amounts they spent on JUUL products. Plaintiffs seek—on behalf of themselves and each
13 member of the class—actual damages and statutory treble damages up to \$25,000 for each
14 violation, as well as injunctive relief, attorney's fees, and any other relief the Court may deem
15 just or proper.

16 **b. Common Law Fraud**

17 3198. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

18 3199. This claim is brought against JLI.

19 3200. JUUL created and implemented a scheme to create a market for e-cigarettes and
20 substantially increase sales of JUUL through a pervasive pattern of false and misleading
21 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
22 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
23 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
24 addictiveness, and significant risks of substantial physical injury from using JUUL products.

25 3201. Advertisements and representations for JUUL products contained deceptive
26 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
27 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
28 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or

1 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
2 decades, JLI used third parties and word of mouth to spread false and misleading information
3 about JUUL products.

4 3202. Advertisements and representations for JUUL products concealed and failed to
5 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
6 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
7 addictive, posed significant risks of substantial physical injury resulting from the use of the
8 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
9 consumed through a pack of combustible cigarettes.

10 3203. The labels on JUUL products failed to disclose that the products posed
11 significant risks of substantial physical injury resulting from the use of the products. The labels
12 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

13 3204. The omissions were misleading and deceptive standing alone and were
14 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
15 cigarettes and other representations.

16 3205. JLI's conduct was fraudulent and deceptive because its misrepresentations and
17 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
18 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
19 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
20 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
21 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
22 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
23 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
24 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
25 Plaintiffs' and class members' decisions to purchase JUUL products.

26 3206. JLI owed Plaintiffs and class members a duty to disclose these facts because they
27 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
28 other than Plaintiffs and class members), who had exclusive and superior knowledge of the

1 facts; because the facts would be material to reasonable consumers; because JUUL products
2 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
3 representations concerning the same subject matter as the omitted facts.

4 3207. As set forth in the allegations concerning each Plaintiff in Appendix A, in
5 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
6 and/or omissions. Reasonable consumers would have been expected to have relied on the
7 misrepresentations and omissions.

8 3208. Defendants knew or should have known that their misrepresentations and/or
9 omissions were false and misleading, and intended for consumers to rely on such
10 misrepresentations and omissions.

11 3209. JLI knew that JUUL products were not safe or reasonable alternatives to
12 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
13 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
14 products.

15 3210. JUUL's conduct actually and proximately caused damages to Plaintiffs and class
16 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
17 differently and would not have purchased JUUL products or would have paid less for them.
18 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
19 JUUL products they would not otherwise have purchased and enter into purchase contracts they
20 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
21 member of the class damages in an amount to be proven at trial, as well as any other relief the
22 Court may deem just or proper.

23 **c. Breach of the Implied Warranty of Merchantability**

24 3211. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

25 3212. This claim is brought against JLI.

26 3213. JUUL has at all times been a merchant with respect to the products which were
27 sold to Plaintiff and the class and was in the business of selling such products.

28 3214. Each JUUL product sold by JUUL comes with an implied warranty that it will

1 merchantable and fit for the ordinary purpose for which it would be used. *See* Wash. Rev. Code
2 § 62A-2.314. JUUL has breached its implied warranty of merchantability because its products
3 were not in merchantable condition when sold, were defective when sold, did not conform to the
4 promises and affirmations of fact made on the products' containers or labels, and/or do not
5 possess even the most basic degree of fitness for ordinary use.

6 3215. The ordinary intended purpose of JUUL's products—and the purpose for which
7 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
8 products are not fit for that use—or any other use—because they (i) were not smoking cessation
9 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
10 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
11 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
12 products are not fit for their ordinary, intended use as either cigarette replacement devices or
13 recreation smoking devices.

14 3216. Plaintiffs and each member of the class have had sufficient direct dealings with
15 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
16 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
17 each member of the class, on the other hand.

18 3217. Further, Plaintiffs and each member of the class were third-party beneficiaries of
19 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
20 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
21 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
22 the express purpose an intent of being sold to consumers.

23 3218. Plaintiffs and the members of the class were injured as a direct and proximate
24 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
25 the Washington Direct Purchaser Subclass were damaged as a result of JUUL's breach of its
26 implied warranty of merchantability because, had they been aware of the unmerchantable
27 condition of JUUL products, they would not have purchased JUUL products, or would have
28 paid less for them. Plaintiffs seek damages in an amount to be proven at trial, as well as any

1 other relief the Court may deem just or proper.

2 3219. JUUL was provided notice of these issues by numerous complaints filed against
3 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
4 individual letters and communications sent by consumers before or within a reasonable amount
5 of time after they discovered or should have discovered that's JUUL product were defective and
6 unmerchantable.

7 **d. Unjust Enrichment**

8 3220. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

9 3221. This claim is brought against JLI and the Management Defendants.

10 3222. Defendants created and implemented a scheme to create a market for e-cigarettes
11 and substantially increase sales of JUUL products through a pervasive pattern of false and
12 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
13 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
14 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
15 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
16 products.

17 3223. Defendants were unjustly enriched as a result of their wrongful conduct,
18 including through the false and misleading advertisements and omissions regarding (i) whether
19 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
20 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
21 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
22 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
23 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
24 enriched through their scheme of marketing their products to minors. Revised Code of
25 Washington § 26.28.080, § 70.345.090 and §§ 70.155.005, *et seq.*, prohibit the marketing and
26 sale of JUUL products to minors.

27 3224. Defendants requested and received a measurable benefit at the expense of
28 Plaintiffs and class members in the form of payment for JUUL products.

1 3225. Defendants appreciated, recognized, and chose to accept the monetary benefits
2 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
3 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

4 3226. There is no justification for Defendants' enrichment. It would be inequitable,
5 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
6 benefits were procured as a result of their wrongful conduct.

7 3227. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
8 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
9 with Defendant.

10 3228. Plaintiffs plead this claim separately as well as in the alternative to their other
11 claims, as without such claims they would have no adequate legal remedy.

12 **48. West Virginia**

13 3229. Plaintiffs bring each of the following claims on behalf of the West Virginia
14 Subclass under West Virginia law.

15 **a. Violation of the West Virginia Consumer Credit and**
16 **Protection Act (W. Va. Code §§ 46A-6-101, et seq.)**

17 3230. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

18 3231. This claim is brought against JLI and, for certain claims, the Management
19 Defendants.

20 3232. JUUL engaged in trade or commerce directly or indirectly affecting the people
21 of West Virginia by advertising, offering for sale, selling, or distributing JUUL products.

22 3233. Plaintiffs and class members are natural persons who purchased JUUL products
23 for personal purposes.

24 3234.

25 3235. Defendants created and implemented a scheme to create a market for e-cigarettes
26 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
27 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
28 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while

1 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
2 addictiveness, and significant risks of substantial physical injury from using JUUL products.

3 3236. Advertisements and representations for JUUL products contained deceptive
4 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
5 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
6 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
7 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
8 decades, JLI used third parties and word of mouth to spread false and misleading information
9 about JUUL products.

10 3237. Advertisements and representations for JUUL products concealed and failed to
11 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
12 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
13 addictive, posed significant risks of substantial physical injury resulting from the use of the
14 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
15 consumed through a pack of combustible cigarettes.

16 3238. The labels on JUUL products failed to disclose that the products posed
17 significant risks of substantial physical injury resulting from the use of the products. The labels
18 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

19 3239. The omissions were misleading and deceptive standing alone and were
20 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
21 cigarettes and other representations.

22 3240. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
23 unfair business practices: (a) misrepresenting that JUUL products have characteristics,
24 ingredients, uses, benefits, or quantities, which they do not have; (b) misrepresenting that JUUL
25 products are of a particular standard, quality, or grade, or that goods are of a particular style or
26 model, when they are not; and (c) advertising goods or services with intent not to sell them as
27 advertised.

28 3241. JLI's conduct was fraudulent and deceptive because the misrepresentations and

1 omissions caused a likelihood of confusion or misunderstanding, and in fact did, deceive
2 reasonable consumers including the Plaintiffs. Reasonable consumers, including the Plaintiffs,
3 would have found it material to their purchasing decisions that JUUL's products (i) were not
4 smoking cessation devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii)
5 were extremely potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed
6 unreasonable risks of substantial bodily injury resulting from the use of the products, and (vi)
7 that the nicotine consumed through one JUUL pod exceeded the nicotine consumed through a
8 pack of combustible cigarettes. Knowledge of these facts would have been a substantial factor
9 in Plaintiffs' and class members' decisions to purchase JUUL products.

10 3242. JLI owed Plaintiffs and class members a duty to disclose these facts because they
11 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
12 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
13 facts; because the facts would be material to reasonable consumers; because JLI actively
14 concealed them; because JLI intended for consumers to rely on the omissions in question;
15 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
16 made partial representations concerning the same subject matter as the omitted facts.

17 3243. JLI and the Management Defendants engaged in fraudulent and deceptive
18 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
19 products were appropriate for minors, when in fact the products never should have been
20 marketed to minors and are especially harmful to minors due to the potent and addictive
21 nicotine doses, addictive qualities, and health risks.

22 3244. JUUL's conduct actually and proximately caused ascertainable loss of money or
23 property to Plaintiffs and class members. Absent JUUL's unfair and fraudulent conduct,
24 Plaintiffs and class members would have behaved differently and would not have purchased
25 JUUL products or would have paid less for them. JUUL's misrepresentations and omissions
26 induced Plaintiffs and class members to purchase JUUL products they would not otherwise have
27 purchased and enter into purchase contracts they would not otherwise have entered into. In
28 addition, class members who are minors are entitled to full repayment of the amounts they spent

1 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
2 actual damages or \$200, whichever is greater, as well as restitution, injunctive relief, attorney’s
3 fees, and any other relief the Court may deem just or proper.

4 **b. Common Law Fraud**

5 3245. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

6 3246. This claim is brought against JLI.

7 3247. JUUL created and implemented a scheme to create a market for e-cigarettes and
8 substantially increase sales of JUUL through a pervasive pattern of false and misleading
9 statements and omissions. JUUL’s plan was to portray JUUL products as cool and safe
10 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
11 misrepresenting or omitting key facts concerning JUUL products’ nicotine content and doses,
12 addictiveness, and significant risks of substantial physical injury from using JUUL products.

13 3248. Advertisements and representations for JUUL products contained deceptive
14 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
15 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
16 cigarettes. The advertisements and JLI’s public statements portrayed JUUL products as safe or
17 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
18 decades, JLI used third parties and word of mouth to spread false and misleading information
19 about JUUL products.

20 3249. Advertisements and representations for JUUL products concealed and failed to
21 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
22 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
23 addictive, posed significant risks of substantial physical injury resulting from the use of the
24 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
25 consumed through a pack of combustible cigarettes.

26 3250. The labels on JUUL products failed to disclose that the products posed
27 significant risks of substantial physical injury resulting from the use of the products. The labels
28 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

1 3251. The omissions were misleading and deceptive standing alone and were
2 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
3 cigarettes and other representations.

4 3252. JLI's conduct was fraudulent and deceptive because its misrepresentations and
5 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
6 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
7 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
8 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
9 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
10 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
11 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
12 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
13 Plaintiffs' and class members' decisions to purchase JUUL products.

14 3253. JLI owed Plaintiffs and class members a duty to disclose these facts because they
15 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
16 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
17 facts; because the facts would be material to reasonable consumers; because JUUL products
18 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
19 representations concerning the same subject matter as the omitted facts.

20 3254. As set forth in the allegations concerning each Plaintiff in Appendix A, in
21 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
22 and/or omissions. Reasonable consumers would have been expected to have relied on the
23 misrepresentations and omissions.

24 3255. Defendants knew or should have known that their misrepresentations and/or
25 omissions were false and misleading, and intended for consumers to rely on such
26 misrepresentations and omissions.

27 3256. JLI knew that JUUL products were not safe or reasonable alternatives to
28 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully

1 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
2 products.

3 3257. JUUL’s conduct actually and proximately caused damages to Plaintiffs and class
4 members. Absent JUUL’s conduct, Plaintiffs and class members would have behaved
5 differently and would not have purchased JUUL products or would have paid less for them.
6 JUUL’s misrepresentations and omissions induced Plaintiffs and class members to purchase
7 JUUL products they would not otherwise have purchased and enter into purchase contracts they
8 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
9 member of the class damages in an amount to be proven at trial, as well as any other relief the
10 Court may deem just or proper

11 **c. Breach of the Implied Warranty of Merchantability**

12 3258. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

13 3259. This claim is brought against JLI.

14 3260. JUUL has at all times been a merchant with respect to the products which were
15 sold to Plaintiff and the class and was in the business of selling such products.

16 3261. Each JUUL product sold by JUUL comes with an implied warranty that it will
17 merchantable and fit for the ordinary purpose for which it would be used. *See* W. Va. Code
18 § 46-2-314. JUUL has breached its implied warranty of merchantability because its products
19 were not in merchantable condition when sold, were defective when sold, did not conform to the
20 promises and affirmations of fact made on the products’ containers or labels, and/or do not
21 possess even the most basic degree of fitness for ordinary use.

22 3262. The ordinary intended purpose of JUUL’s products—and the purpose for which
23 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL’s
24 products are not fit for that use—or any other use—because they (i) were not smoking cessation
25 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
26 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
27 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL’s
28 products are not fit for their ordinary, intended use as either cigarette replacement devices or

1 recreation smoking devices.

2 3263. Plaintiffs and each member of the class have had sufficient direct dealings with
3 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
4 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
5 each member of the class, on the other hand.

6 3264. Further, Plaintiffs and each member of the class were third-party beneficiaries of
7 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
8 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the
9 intended beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with
10 the express purpose an intent of being sold to consumers.

11 3265. Plaintiffs and the members of the class were injured as a direct and proximate
12 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
13 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
14 because, had they been aware of the unmerchantable condition of JUUL products, they would
15 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
16 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper

17 3266. JUUL was provided notice of these issues by numerous complaints filed against
18 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
19 individual letters and communications sent by consumers before or within a reasonable amount
20 of time after they discovered or should have discovered that's JUUL product were defective and
21 unmerchantable.

22 **d. Unjust Enrichment**

23 3267. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

24 3268. This claim is brought against JLI and the Management Defendants.

25 3269. Defendants created and implemented a scheme to create a market for e-cigarettes
26 and substantially increase sales of JUUL products through a pervasive pattern of false and
27 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
28 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,

1 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
2 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
3 products.

4 3270. Defendants were unjustly enriched as a result of their wrongful conduct,
5 including through the false and misleading advertisements and omissions regarding (i) whether
6 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
7 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
8 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
9 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
10 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
11 enriched through their scheme of marketing their products to minors. West Virginia Code
12 section 16-9A-2 prohibits the marketing and sale of JUUL products to minors.

13 3271. Defendants requested and received a measurable benefit at the expense of
14 Plaintiffs and class members in the form of payment for JUUL products.

15 3272. Defendants appreciated, recognized, and chose to accept the monetary benefits
16 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
17 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

18 3273. There is no justification for Defendants' enrichment. It would be inequitable,
19 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
20 benefits were procured as a result of their wrongful conduct.

21 3274. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
22 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
23 with Defendant.

24 3275. Plaintiffs plead this claim separately as well as in the alternative to their other
25 claims, as without such claims they would have no adequate legal remedy.

26 **49. Wisconsin**

27 3276. Plaintiffs bring each of the following claims on behalf of the Wisconsin Subclass
28 under Wisconsin law.

1 **a. Violation of the Wisconsin Deceptive Trade Practices Act**
2 **(Wis. Stat. § 100.18)**

3 3277. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

4 3278. This claim is brought against JLI and, for certain claims below, the Management
5 Defendants.

6 3279. Plaintiffs and class members purchased JUUL products for personal purposes.

7 3280. Defendants created and implemented a scheme to create a market for e-cigarettes
8 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
9 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
10 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
11 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
12 addictiveness, and significant risks of substantial physical injury from using JUUL products.

13 3281. Advertisements and representations for JUUL products contained deceptive
14 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
15 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
16 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
17 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
18 decades, JLI used third parties and word of mouth to spread false and misleading information
19 about JUUL products.

20 3282. Advertisements and representations for JUUL products concealed and failed to
21 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
22 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
23 addictive, posed significant risks of substantial physical injury resulting from the use of the
24 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
25 consumed through a pack of combustible cigarettes.

26 3283. The labels on JUUL products failed to disclose that the products posed
27 significant risks of substantial physical injury resulting from the use of the products. The labels
28 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

1 3284. The omissions were misleading and deceptive standing in light of JLI's
2 advertising of its products as reasonable alternatives to cigarettes and other representations.

3 3285. JLI's conduct was misleading and deceptive because the misrepresentations and
4 omissions had the capacity to deceive, and in fact did, deceive reasonable consumers including
5 the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to
6 their purchasing decisions that JUUL's products (i) were not smoking cessation devices, (ii)
7 were not reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-
8 delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of
9 substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
10 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
11 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
12 Plaintiffs' and class members' decisions to purchase JUUL products.

13 3286. JLI owed Plaintiffs and class members a duty to disclose these facts because they
14 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
15 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
16 facts; because the facts would be material to reasonable consumers; because JLI actively
17 concealed them; because JLI intended for consumers to rely on the omissions in question;
18 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
19 made partial representations concerning the same subject matter as the omitted facts.

20 3287. JLI and the Management Defendants engaged in fraudulent and deceptive
21 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
22 products were appropriate for minors, when in fact the products never should have been
23 marketed to minors and are especially harmful to minors due to the potent and addictive
24 nicotine doses, addictive qualities, and health risks.

25 3288. JUUL's conduct actually and proximately caused pecuniary loss to Plaintiffs and
26 class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and class members
27 would have behaved differently and would not have purchased JUUL products or would have
28 paid less for them. Defendants' misrepresentations and omissions induced Plaintiffs and class

1 members to purchase JUUL products they would not otherwise have purchased and enter into
2 purchase contracts they would not otherwise have entered into. In addition, class members who
3 are minors are entitled to full repayment of the amounts they spent on JUUL products.
4 Plaintiffs seek—on behalf of themselves and each member of the class—actual damages for
5 pecuniary loss as well as restitution, attorney’s fees, and any other relief the Court may deem
6 just or proper.

7 **b. Common Law Fraud**

8 3289. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

9 3290. This claim is brought against JLI.

10 3291. JUUL created and implemented a scheme to create a market for e-cigarettes and
11 substantially increase sales of JUUL through a pervasive pattern of false and misleading
12 statements and omissions. JUUL’s plan was to portray JUUL products as cool and safe
13 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
14 misrepresenting or omitting key facts concerning JUUL products’ nicotine content and doses,
15 addictiveness, and significant risks of substantial physical injury from using JUUL products.

16 3292. Advertisements and representations for JUUL products contained deceptive
17 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
18 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
19 cigarettes. The advertisements and JLI’s public statements portrayed JUUL products as safe or
20 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
21 decades, JLI used third parties and word of mouth to spread false and misleading information
22 about JUUL products.

23 3293. Advertisements and representations for JUUL products concealed and failed to
24 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
25 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
26 addictive, posed significant risks of substantial physical injury resulting from the use of the
27 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
28 consumed through a pack of combustible cigarettes.

1 3294. The labels on JUUL products failed to disclose that the products posed
2 significant risks of substantial physical injury resulting from the use of the products. The labels
3 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

4 3295. The omissions were misleading and deceptive standing alone and were
5 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
6 cigarettes and other representations.

7 3296. JLI's conduct was fraudulent and deceptive because its misrepresentations and
8 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
9 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
10 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
11 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
12 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
13 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
14 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
15 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
16 Plaintiffs' and class members' decisions to purchase JUUL products.

17 3297. JLI owed Plaintiffs and class members a duty to disclose these facts because they
18 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
19 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
20 facts; because the facts would be material to reasonable consumers; because JUUL products
21 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
22 representations concerning the same subject matter as the omitted facts.

23 3298. As set forth in the allegations concerning each Plaintiff in Appendix A, in
24 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
25 and/or omissions. Reasonable consumers would have been expected to have relied on the
26 misrepresentations and omissions.

27 3299. Defendants knew or should have known that their misrepresentations and/or
28 omissions were false and misleading, and intended for consumers to rely on such

1 misrepresentations and omissions.

2 3300. JLI knew that JUUL products were not safe or reasonable alternatives to
3 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
4 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
5 products.

6 3301. JUUL's conduct actually and proximately caused damages to Plaintiffs and class
7 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
8 differently and would not have purchased JUUL products or would have paid less for them.
9 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
10 JUUL products they would not otherwise have purchased and enter into purchase contracts they
11 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
12 member of the class damages in an amount to be proven at trial, as well as any other relief the
13 Court may deem just or proper

14 **c. Breach of the Implied Warranty of Merchantability**

15 3302. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

16 3303. This claim is brought against JLI.

17 3304. JUUL has at all times been a merchant with respect to the products which were
18 sold to Plaintiff and the class and was in the business of selling such products.

19 3305. Each JUUL product sold by JUUL comes with an implied warranty that it will
20 merchantable and fit for the ordinary purpose for which it would be used. *See* Wisc. Stat.
21 § 402.314. JUUL has breached its implied warranty of merchantability because its products
22 were not in merchantable condition when sold, were defective when sold, did not conform to the
23 promises and affirmations of fact made on the products' containers or labels, and/or do not
24 possess even the most basic degree of fitness for ordinary use.

25 3306. The ordinary intended purpose of JUUL's products—and the purpose for which
26 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
27 products are not fit for that use—or any other use—because they (i) were not smoking cessation
28 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely

1 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
2 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
3 products are not fit for their ordinary, intended use as either cigarette replacement devices or
4 recreation smoking devices.

5 3307. Plaintiffs and each member of the class have had sufficient direct dealings with
6 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
7 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
8 each member of the class, on the other hand.

9 3308. Further, Plaintiffs and each member of the class were third-party beneficiaries of
10 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
11 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the intended
12 beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with the
13 express purpose an intent of being sold to consumers.

14 3309. Plaintiffs and the members of the class were injured as a direct and proximate
15 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
16 the Wisconsin Direct Purchaser Subclass were damaged as a result of JUUL's breach of its
17 implied warranty of merchantability because, had they been aware of the unmerchantable
18 condition of JUUL products, they would not have purchased JUUL products, or would have
19 paid less for them. Plaintiffs seek damages in an amount to be proven at trial, as well as any
20 other relief the Court may deem just or proper.

21 3310. JUUL was provided notice of these issues by numerous complaints filed against
22 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
23 individual letters and communications sent by consumers before or within a reasonable amount
24 of time after they discovered or should have discovered that's JUUL product were defective and
25 unmerchantable.

26 **d. Unjust Enrichment**

27 3311. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

28 3312. This claim is brought against JLI and the Management Defendants.

1 3313. Defendants created and implemented a scheme to create a market for e-cigarettes
2 and substantially increase sales of JUUL products through a pervasive pattern of false and
3 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
4 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
5 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
6 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
7 products.

8 3314. Defendants were unjustly enriched as a result of their wrongful conduct,
9 including through the false and misleading advertisements and omissions regarding (i) whether
10 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
11 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
12 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
13 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
14 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
15 enriched through their scheme of marketing their products to minors. Wisconsin Statutes section
16 134.66 prohibits the marketing and sale of JUUL products to minors.

17 3315. Defendants requested and received a measurable benefit at the expense of
18 Plaintiffs and class members in the form of payment for JUUL products.

19 3316. Defendants appreciated, recognized, and chose to accept the monetary benefits
20 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
21 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

22 3317. There is no justification for Defendants' enrichment. It would be inequitable,
23 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
24 benefits were procured as a result of their wrongful conduct.

25 3318. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
26 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
27 with Defendant.

28 3319. Plaintiffs plead this claim separately as well as in the alternative to their other

1 claims, as without such claims they would have no adequate legal remedy.

2 **50. Wyoming**

3 3320. Plaintiffs bring each of the following claims on behalf of the Wyoming Subclass
4 under Wyoming law

5 **a. Violation of the Wyoming Consumer Protection Act (Wyo.**
6 **Stat. Ann. §§ 40-12-101, et seq.)**

7 3321. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

8 3322. This claim is brought against JLI and, for certain unfair and/or unconscionable
9 conduct claims as noted below, all Defendants.

10 3323. Plaintiffs, class members, and Defendants are each natural persons, corporations,
11 trusts, partnerships, incorporated or unincorporated associations, or other legal entities and are
12 thus persons under Wyoming's Consumer Protection Act.

13 3324. Plaintiffs and class members purchased JUUL products for personal purposes.

14 3325. Defendants created and implemented a scheme to create a market for e-cigarettes
15 and substantially increase sales of JUUL through a pervasive pattern of false and misleading
16 statements and omissions. Defendants aimed to portray JUUL products as cool and safe
17 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
18 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
19 addictiveness, and significant risks of substantial physical injury from using JUUL products.

20 3326. Advertisements and representations for JUUL products contained deceptive
21 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
22 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
23 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
24 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous
25 decades, JLI used third parties and word of mouth to spread false and misleading information
26 about JUUL products.

27 3327. Advertisements and representations for JUUL products concealed and failed to
28 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to

1 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
2 addictive, posed significant risks of substantial physical injury resulting from the use of the
3 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
4 consumed through a pack of combustible cigarettes.

5 3328. The labels on JUUL products failed to disclose that the products posed
6 significant risks of substantial physical injury resulting from the use of the products. The labels
7 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

8 3329. The omissions were misleading and deceptive standing alone and were
9 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
10 cigarettes and other representations.

11 3330. JLI's conduct was unfair and unconscionable in that it included (i) the
12 manufacture and sale of products with a heightened propensity to cause addiction and physical
13 injuries and (ii) misrepresentations and omissions of material facts concerning the
14 characteristics and safety of JUUL products that offended public policy; were immoral,
15 unethical, oppressive, outrageous, unscrupulous, and substantially injurious; and caused
16 substantial harm that greatly outweighs any possible utility from the conduct.

17 3331. JUUL's conduct constituted the following prohibited fraudulent, deceptive, and
18 unfair business practices: (a) misrepresenting that JUUL products have uses which they do not
19 have; (b) misrepresenting that JUUL products are of a particular standard or grade, or that goods
20 are of a particular style or model, when they are not; (c) advertising goods or services with
21 intent not to sell them as advertised; and (d) misrepresenting that the subject of a transaction has
22 been supplied in accordance with a previous representation when it has not.

23 3332. JLI's conduct was fraudulent and deceptive because the misrepresentations and
24 omissions at issue were likely to, and in fact did, deceive reasonable consumers including the
25 Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it material to their
26 purchasing decisions that JUUL's products (i) were not smoking cessation devices, (ii) were not
27 reasonable alternatives to combustible cigarettes, (iii) were extremely potent nicotine-delivery
28 mechanisms, (iv) were powerfully addictive, (v) posed unreasonable risks of substantial bodily

1 injury resulting from the use of the products, and (vi) that the nicotine consumed through one
2 JUUL pod exceeded the nicotine consumed through a pack of combustible cigarettes.
3 Knowledge of these facts would have been a substantial factor in Plaintiffs' and class members'
4 decisions to purchase JUUL products.

5 3333. JLI owed Plaintiffs and class members a duty to disclose these facts because they
6 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
7 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
8 facts; because the facts would be material to reasonable consumers; because JLI actively
9 concealed them; because JLI intended for consumers to rely on the omissions in question;
10 because JUUL products pose an unreasonable risk of substantial bodily injury; and because JLI
11 made partial representations concerning the same subject matter as the omitted facts.

12 3334. As set forth in the allegations concerning each Plaintiff in Appendix A, in
13 purchasing JUUL products, the Plaintiffs relied on the misrepresentations and/or omissions.
14 Reasonable consumers would have been expected to have relied on the misrepresentations and
15 omissions.

16 3335. Defendants knew or should have known that their misrepresentations and/or
17 omissions were false and misleading, and intended for consumers to rely on such
18 misrepresentations and omissions.

19 3336. JLI and the Management Defendants engaged in fraudulent and deceptive
20 conduct by devising and executing a scheme to deceptively and misleadingly convey that JUUL
21 products were appropriate for minors, when in fact the products never should have been
22 marketed to minors and are especially harmful to minors due to the potent and addictive
23 nicotine doses, addictive qualities, and health risks.

24 3337. In addition, all Defendants engaged in unfair and unconscionable conduct
25 because the targeting of minors offends public policy (in particular Wyo. Stat. Ann. § 14-3-
26 302); is immoral, unethical, oppressive, outrageous, unscrupulous, and substantially injurious;
27 and has caused substantial harm that greatly outweighs any possible utility from the conduct.

28 3338. As alleged above, all Defendants participated and/or facilitated the marketing of

1 JUUL products to minors and took no action to curb the use of JUUL products by minors. JLI
2 and others have continued the deceptive, misleading, unfair, and unconscionable practices that
3 Defendants implemented, facilitated, and/or did not take adequate steps to end. As a result, the
4 use of JUUL products by minors continues to rise.

5 3339. Defendants' conduct actually and proximately caused actual damages to
6 Plaintiffs and class members. Absent Defendants' unfair and fraudulent conduct, Plaintiffs and
7 class members would have behaved differently and would not have purchased JUUL products
8 or would have paid less for them. Defendants' misrepresentations and omissions induced
9 Plaintiffs and class members to purchase JUUL products they would not otherwise have
10 purchased and enter into purchase contracts they would not otherwise have entered into. In
11 addition, class members who are minors are entitled to full repayment of the amounts they spent
12 on JUUL products. Plaintiffs seek—on behalf of themselves and each member of the class—
13 actual damages as well as restitution, attorney's fees, and any other relief the Court may deem
14 just or proper.

15 **b. Common Law Fraud**

16 3340. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

17 3341. This claim is brought against JLI.

18 3342. JUUL created and implemented a scheme to create a market for e-cigarettes and
19 substantially increase sales of JUUL through a pervasive pattern of false and misleading
20 statements and omissions. JUUL's plan was to portray JUUL products as cool and safe
21 alternatives to combustible cigarettes, with a particular emphasis on appealing to minors, while
22 misrepresenting or omitting key facts concerning JUUL products' nicotine content and doses,
23 addictiveness, and significant risks of substantial physical injury from using JUUL products.

24 3343. Advertisements and representations for JUUL products contained deceptive
25 statements that JUUL e-cigarettes were smoking cessation devices and reasonable alternatives
26 to combustible cigarettes, and that a pod of JUUL was equivalent to one pack of combustible
27 cigarettes. The advertisements and JLI's public statements portrayed JUUL products as safe or
28 not harmful. Like the tobacco companies that marketed combustible cigarettes in previous

1 decades, JLI used third parties and word of mouth to spread false and misleading information
2 about JUUL products.

3 3344. Advertisements and representations for JUUL products concealed and failed to
4 disclose that JUUL e-cigarettes were not smoking cessation devices or reasonable alternatives to
5 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
6 addictive, posed significant risks of substantial physical injury resulting from the use of the
7 products, and that the nicotine consumed through one JUUL pod exceeded the nicotine
8 consumed through a pack of combustible cigarettes.

9 3345. The labels on JUUL products failed to disclose that the products posed
10 significant risks of substantial physical injury resulting from the use of the products. The labels
11 also falsely stated that JUUL products were reasonable alternatives to combustible cigarettes.

12 3346. The omissions were misleading and deceptive standing alone and were
13 particularly deceptive in light of JLI's advertising of its products as reasonable alternatives to
14 cigarettes and other representations.

15 3347. JLI's conduct was fraudulent and deceptive because its misrepresentations and
16 omissions had the capacity to, were likely to, and in fact did, deceive reasonable consumers
17 including the Plaintiffs. Reasonable consumers, including the Plaintiffs, would have found it
18 material to their purchasing decisions that JUUL's products (i) were not smoking cessation
19 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
20 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, (v) posed unreasonable
21 risks of substantial bodily injury resulting from the use of the products, and (vi) that the nicotine
22 consumed through one JUUL pod exceeded the nicotine consumed through a pack of
23 combustible cigarettes. Knowledge of these facts would have been a substantial factor in
24 Plaintiffs' and class members' decisions to purchase JUUL products.

25 3348. JLI owed Plaintiffs and class members a duty to disclose these facts because they
26 were known and/or accessible exclusively to Defendants (and potentially other unnamed parties
27 other than Plaintiffs and class members), who had exclusive and superior knowledge of the
28 facts; because the facts would be material to reasonable consumers; because JUUL products

1 pose an unreasonable risk of substantial bodily injury; and because JLI made partial
2 representations concerning the same subject matter as the omitted facts.

3 3349. As set forth in the allegations concerning each Plaintiff in Appendix A, in
4 purchasing JUUL products, Plaintiffs reasonably and justifiably relied on the misrepresentations
5 and/or omissions. Reasonable consumers would have been expected to have relied on the
6 misrepresentations and omissions.

7 3350. Defendants knew or should have known that their misrepresentations and/or
8 omissions were false and misleading, and intended for consumers to rely on such
9 misrepresentations and omissions.

10 3351. JLI knew that JUUL products were not safe or reasonable alternatives to
11 combustible cigarettes, were extremely potent nicotine-delivery mechanisms, were powerfully
12 addictive, posed unreasonable risks of substantial bodily injury resulting from the use of the
13 products.

14 3352. JUUL's conduct actually and proximately caused damages to Plaintiffs and class
15 members. Absent JUUL's conduct, Plaintiffs and class members would have behaved
16 differently and would not have purchased JUUL products or would have paid less for them.
17 JUUL's misrepresentations and omissions induced Plaintiffs and class members to purchase
18 JUUL products they would not otherwise have purchased and enter into purchase contracts they
19 would not otherwise have entered into. Plaintiffs seek—on behalf of themselves and each
20 member of the class damages in an amount to be proven at trial, as well as any other relief the
21 Court may deem just or proper.

22 **c. Breach of the Implied Warranty of Merchantability**

23 3353. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

24 3354. This claim is brought against JLI.

25 3355. JUUL has at all times been a merchant with respect to the products which were
26 sold to Plaintiff and the class and was in the business of selling such products.

27 3356. Each JUUL product sold by JUUL comes with an implied warranty that it will
28 merchantable and fit for the ordinary purpose for which it would be used. *See* Wyo. Stat. Ann.

1 § 34.1-2-314. JUUL has breached its implied warranty of merchantability because its products
2 were not in merchantable condition when sold, were defective when sold, did not conform to the
3 promises and affirmations of fact made on the products' containers or labels, and/or do not
4 possess even the most basic degree of fitness for ordinary use.

5 3357. The ordinary intended purpose of JUUL's products—and the purpose for which
6 they are marketed, promoted, and sold—is to serve as a safe alternative to cigarettes. JUUL's
7 products are not fit for that use—or any other use—because they (i) were not smoking cessation
8 devices, (ii) were not reasonable alternatives to combustible cigarettes, (iii) were extremely
9 potent nicotine-delivery mechanisms, (iv) were powerfully addictive, and (v) posed
10 unreasonable risks of substantial bodily injury. Due to these and other features, JUUL's
11 products are not fit for their ordinary, intended use as either cigarette replacement devices or
12 recreation smoking devices.

13 3358. Plaintiffs and each member of the class have had sufficient direct dealings with
14 either JUUL via its website or its agents (including distributors, dealers, and sellers authorized
15 by JUUL) to establish privity of contract between JUUL, on the one hand, and Plaintiffs and
16 each member of the class, on the other hand.

17 3359. Further, Plaintiffs and each member of the class were third-party beneficiaries of
18 JUUL's agreements with its distributors, dealers, and sellers for the distribution, dealing, and
19 sale of JUUL products to consumers. Specifically, Plaintiffs and class members are the intended
20 beneficiaries of JUUL's implied warranties. JUUL's products are manufactured with the
21 express purpose an intent of being sold to consumers.

22 3360. Plaintiffs and the members of the class were injured as a direct and proximate
23 result of JUUL's breach of its implied warranties of merchantability. Plaintiffs and members of
24 the class were damaged as a result of JUUL's breach of its implied warranty of merchantability
25 because, had they been aware of the unmerchantable condition of JUUL products, they would
26 not have purchased JUUL products, or would have paid less for them. Plaintiffs seek damages
27 in an amount to be proven at trial, as well as any other relief the Court may deem just or proper

28 3361. JUUL was provided notice of these issues by numerous complaints filed against

1 it, including the complaints in *In re: JUUL Labs, Inc. Product Litigation*, and by numerous
2 individual letters and communications sent by consumers before or within a reasonable amount
3 of time after they discovered or should have discovered that's JUUL product were defective and
4 unmerchtable.

5 **d. Unjust Enrichment**

6 3362. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

7 3363. This claim is brought against JLI and the Management Defendants.

8 3364. Defendants created and implemented a scheme to create a market for e-cigarettes
9 and substantially increase sales of JUUL products through a pervasive pattern of false and
10 misleading statements and omissions. Defendants aimed to portray JUUL products as cool and
11 safe alternatives to combustible cigarettes, with a particular emphasis on appealing to minors,
12 while misrepresenting or omitting key facts concerning JUUL products' nicotine content and
13 doses, addictiveness, and significant risks of substantial physical injury from using JUUL
14 products.

15 3365. Defendants were unjustly enriched as a result of their wrongful conduct,
16 including through the false and misleading advertisements and omissions regarding (i) whether
17 JUUL products were smoking cessation devices, (ii) whether JUUL products are reasonable
18 alternatives to cigarettes, (iii) were extremely potent nicotine-delivery mechanisms, (iv) were
19 powerfully addictive, (v) posed unreasonable risks of substantial bodily injury resulting from
20 the use of the products, and (vi) that the nicotine consumed through one JUUL pod exceeded the
21 nicotine consumed through a pack of combustible cigarettes. Defendants were also unjustly
22 enriched through their scheme of marketing their products to minors. Wyoming Statutes
23 Annotated section 14-3-302 prohibits the marketing and sale of JUUL products to minors.

24 3366. Defendants requested and received a measurable benefit at the expense of
25 Plaintiffs and class members in the form of payment for JUUL products.

26 3367. Defendants appreciated, recognized, and chose to accept the monetary benefits
27 Plaintiffs conferred onto Defendants at the Plaintiffs' detriment. These benefits were the
28 expected result of Defendant acting in its pecuniary interest at the expense of its customers.

1 3368. There is no justification for Defendants' enrichment. It would be inequitable,
2 unconscionable, and unjust for Defendants to be permitted to retain these benefits because the
3 benefits were procured as a result of their wrongful conduct.

4 3369. Plaintiffs are entitled to restitution of the benefits Defendant unjustly retained
5 and/or any amounts necessary to return Plaintiffs to the position they occupied prior to dealing
6 with Defendant. Due to the sprawling, decades-long tobacco litigations and other notice they
7 have received as a result of lawsuits filed against them, Defendants are reasonably notified that
8 Plaintiffs and class members would expect compensation from Defendants' unjust enrichment
9 stemming from their wrongful actions.

10 3370. Plaintiffs plead this claim separately as well as in the alternative to their other
11 claims, as without such claims they would have no adequate legal remedy.

12 **VIII. PRAYER FOR RELIEF**

13 Plaintiff, on behalf of themselves and the proposed classes, respectfully demand that the
14 Court:

15 A. Determine that this action may be maintained as a class action pursuant to Fed.
16 R. Civ. P. Rule 23(a) and (b)(3), direct that reasonable notice of this action be given to the
17 classes, declare Plaintiffs as a named representatives of the classes, and declare that Plaintiffs'
18 counsel be appointed as class counsel;

19 B. Enter judgment against Defendants and in favor of Plaintiffs and the classes;

20 C. Award damages (including statutory, punitive, and multiple damages as
21 provided by law) and restitution to the classes in an amount to be determined at trial, plus
22 interest in accordance with law;

23 D. Order disgorgement from the Defendants;

24 E. Award Plaintiffs and the classes their costs of suit, including reasonable
25 attorneys' fees as provided by law; and

26 F. Award such further and additional relief as is necessary to redress the harm
27 caused by Defendants' unlawful conduct and as the Court may deem just and proper under the
28 circumstances.

1 **IX. RELIEF NOT REQUESTED AND RESERVATION OF RIGHTS**

2 3371. None of the causes of action asserted herein seeks damages or other relief as a
3 result of personal injuries allegedly attributable to Plaintiffs' and class members' use of JUUL
4 products. Such claims are governed by the personal injury Master Complaint and any additional
5 Short Form complaints that may be filed (or as otherwise agreed by the parties). The named
6 Plaintiffs in this complaint expressly reserve their right to seek damages or other relief for
7 personal injuries they may have suffered, regardless of whether those damages are sought
8 through causes of action alleged herein or otherwise.

9 **X. DEMAND FOR JURY TRIAL**

10 3372. Pursuant to Federal Rule of Civil Procedure³⁸, Plaintiffs, on behalf of
11 themselves and the classes, demand a trial by jury on all issues to triable.

12
13 DATED: March 10, 2020

Respectfully Submitted,

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Co-Lead Counsel for the Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on March 10, 2020, I electronically filed the foregoing document using the CM/ECF system, which will send notification of such filing to all counsel of record registered in the CM/ECF system.

/s/ Sarah R. London

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