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IN THE SUPERIOR COURT OF THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE

THE STATE OF ALASKA,)	
)	
Plaintiff,)	
)	
v.)	
)	
JUUL LABS, INC. f/k/a PAX LABS,)	
INC., ALTRIA GROUP, INC.;)	
ALTRIA CLIENT SERVICES LLC;)	
ALTRIA GROUP DISTRIBUTION)	
COMPANY; NU MARK LLC; AND)	
NU MARK INNOVATIONS, LTD.,)	
)	Case No. 3AN-20-09477 Civil
Defendants.)	

CONSENT JUDGMENT

Plaintiff, the State of Alaska, commenced a lawsuit against Defendant Juul Labs, Inc. (“JLI”) regarding potential violations of the Alaska Unfair Trade Practices and Consumer Protection Act, AS 45.50.471 et seq., JLI’s alleged negligent marketing, and an alleged conspiracy between JLI and Altria Group, Inc., and its related entities (collectively, “Altria”). The Parties stipulate that this Court may enter this Consent Judgment.

This Court has jurisdiction over the subject matter of this lawsuit and over all Parties. Venue is proper in the Third Judicial District at Anchorage, Alaska. The terms of this Consent Judgment are governed by the laws of the State of Alaska. Entry of this Consent Judgment is in the public interest and reflects a negotiated agreement among the Parties. By entering into this Consent Judgment, the Parties have agreed to resolve the matters released as provided below.

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The Parties enter this Consent Judgment without adjudication of any contested issue of fact or law and without finding or admission of wrongdoing or liability of any kind. JLI denies any wrongdoing and the allegations in the Complaint, and no part of this Consent Judgment, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by JLI. The Parties are entering into this Consent Judgment solely for the purpose of concluding this matter, and nothing in it may be taken as or construed to be an admission or concession of any alleged violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing. This Consent Judgment shall not be construed or used as a waiver of any defense JLI may raise in any other proceeding.

Nothing in this Consent Judgment will be construed as an approval by the Attorney General, the Court, the State of Alaska, or any agency thereof of JLI's past, present, or future conduct. JLI shall not represent or imply that the Attorney General, the Court, the State of Alaska, or any of its agencies has approved or approves of any of JLI's actions or any of JLI's past, present, or future business practices.

I. DEFINITIONS

1. **"Attorney General"** means the Attorney General of the State of Alaska or any of his duly designated representatives.
2. **"Cartoon"** means any drawing or other depiction of an object, person, animal, creature, or any similar caricature that satisfies any of the following criteria: (1) the use of comically exaggerated features; (2) the attribution of human characteristics to animals, plants, or other objects, or the similar use of anthropomorphic technique; (3)

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the attribution of unnatural or extra-human abilities, such as imperviousness to pain or injury, X-ray vision, tunneling at very high speeds, or transformation; or (4) is presented in a non-realistic style.

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

4. **“Covered Conduct”** means any and all of the following:

- a. All conduct related to age verification, product quantity limits, nicotine content, flavors, or the size, shape, operation, or appearance of the product in the design, manufacture, marketing, advertising, product description, promotion, distribution, sale, or offer of JUUL Products.
- b. All conduct that could have induced a person, including a Youth, to use or purchase JUUL Products.
- c. All conduct that could have allowed a person, including a Youth, to use or purchase JUUL Products allegedly without adequate age verification, product quantity limits, or other age-based limitations or procedures.

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- d. All conduct that may have violated federal, state, or local laws, regulations, or rules, or that could give rise to any common law cause of action.
 - e. For the avoidance of doubt, Covered Conduct does not include any conduct relating to an undisclosed non-nicotine ingredient hazard in JUULpods resulting in personal injury to a consumer.
 - f. As used herein, “conduct” includes, without limitation, any act, failure to act, practice, omission, statement, or representation.
5. **“Effective Date”** means the date the Court enters the Consent Judgment.
6. **“Enforcement Activities”** means all actions that the State is empowered to take in the enforcement of its consumer protection laws, including investigations, actions, or programs undertaken by the Attorney General to protect consumers, ensure fair competition, and enforce laws prohibiting deceptive, unfair, or unlawful business practices. These may include efforts directed at emerging product markets or foreign-controlled enterprises whose conduct harms State consumers.
7. **“JLI”** means Juul Labs, Inc., and its successors and assigns.
8. **“JUUL Device”** means any electronic nicotine delivery system (“ENDS”) device sold, marketed, and/or distributed by JLI in the United States.
9. **“JUULpod Packs”** means a package of JUULpods sold as one unit by JLI.
10. **“JUULpods”** means any disposable pods sold, marketed, distributed, and/or manufactured by JLI and prefilled with a liquid solution containing nicotine that

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consumers use as part of the closed-pod, liquid-based ENDS sold, marketed, and/or distributed by JLI in the United States.

11. **“JUUL Product”** means any electronic nicotine delivery product sold, marketed, and/or distributed by JLI in the United States, including a closed-pod, liquid-based ENDS product composed of one or more of the following components: JUUL Device, JUULpods, JUULpod Packs, and/or a charger.

12. **“Parties”** or **“Party”** means the State of Alaska and JLI, collectively and individually, respectively.

13. **“Released Parties”** means (1) JLI, (2) Pax Labs, Inc., and its successors and assigns, (3) their past and present direct or indirect subsidiaries and affiliates and their respective successors and assigns, including but not limited to the entities on Exhibit A, (4) each and all of the past and present principals, partners, officers, directors, supervisors, employees, stockholders and members (other than Altria Group, Inc., and its direct or indirect subsidiaries), and insurers of any of the persons and entities listed in (1)–(3), but only to the extent that the person or entity was acting in such capacity on behalf of JLI, (5) each and all past and present distributors and retailers of any JUUL Product, including their respective past and present principals, partners, officers, directors, supervisors, employees, stockholders and members, and insurers and (6) each and all persons and entities JLI owes a duty to indemnify with respect to any JUUL Product.

14. **“Releasors”** means (1) the State of Alaska, (2) the Attorney General, and (3) to the full extent of the Attorney General’s power and authority under Alaska law to

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release Claims, any other State entity or official or public or governmental entity or official within the State of Alaska.

15. **“T21 Program Activities”** means all activities necessary to maintain and carry out a youth-under-21 nicotine-products cessation and prevention initiative within the Department of Health, including program design, community-based outreach, cessation services, public-education campaigns, research, and other activities consistent with the Department’s public-health authority.

16. **“Verified”** means determined to be 21 years or older through the use of reliable and independent age-verification service(s) that cross-reference the customer’s name, address, and date of birth against independent, competent, and reliable data sources, such as official government records, or that apply other demonstrably reliable technology tools, including but not limited to facial age estimation technology.

17. **“Youth”** means individuals who are under the age specified in AS 11.76.105(a).

II. COMPLIANCE PROVISIONS

18. JLI shall not take any action, directly or indirectly, to target Youth within Alaska in the advertising, promotion, or marketing of JUUL Products, or take any action the primary purpose of which is to initiate, maintain, or increase the incidence of Youth use of any JUUL Product within Alaska.

19. JLI shall not (a) directly fund or operate any youth education campaigns or youth prevention activities in Alaska, or (b) provide materials on youth education programs or events in Alaska.

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20. JLI shall not use Cartoons in any of its promotion, advertising, or marketing for JUUL Products in Alaska.

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

22. Prior to distributing JUUL Products to Alaska consumers through a consumer warranty program, JLI shall first confirm that the individual requesting the warranty replacement is Verified.

23. Prior to enrolling Alaska consumers in any auto-shipment program, JLI shall first confirm that the individual to be enrolled in the auto-shipment program is Verified.

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

25. In the event that JLI designates an employee or agent responsible for ensuring compliance with consent judgments or settlement agreements with any other U.S. state or territory, JLI shall include compliance with this Consent Judgment in that person's or entity's set of responsibilities. JLI agrees to make that person or entity available to Alaska as a point of contact to address any compliance-related issues in the State.

III. MONETARY PAYMENT

26. Subject to the terms and conditions below, JLI shall pay the State of Alaska a total amount of \$5,800,000 (the "Settlement Amount") to be used for public-

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protection and public-health purposes in order to remediate past, present, and future financial, societal, and other alleged harms and related expenditures allegedly attributable to the design, manufacture, production, advertisement, marketing, distribution, sale, use, and performance of JUUL Products (the “Alleged Harms”). The Settlement Amount shall be allocated as follows:

a. \$2.9 million, less costs and attorney’s fees, shall be deposited into the State’s Consumer Protection Statutory Designated Program Receipts (“CP SDPR”) Fund, to be used at the direction of the Attorney General for Enforcement Activities under State consumer-protection laws; and

b. \$2.9 million, less costs and attorney’s fees, shall be deposited into the Department of Health’s Statutory Designated Program Receipts (“DOH Tobacco SDPR”) Fund, to be used at the discretion of the Department of Health Commissioner for the Department’s T21 Program Activities.

c. JLI shall have no role in directing, managing, or approving any Enforcement Activities or T21 Program Activities beyond making the payments required under this Agreement.

27. JLI shall pay the Settlement Amount to the Attorney General in six installments, as follows: (a) a payment of \$800,000 on December 31, 2025, (b) a payment of \$1,000,000 on December 31, 2026, (c) a payment of \$1,000,000 on December 31, 2027, (d) a payment of \$1,000,000 on December 31, 2028, (e) a payment of \$1,000,000 on December 31, 2029, and (f) a payment of \$1,000,000 on December 31, 2030 (each an “Installment Payment”). The Attorney General shall be responsible

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for division of each Installment Payment, less costs and attorney's fees, between the CP SDPR Fund and the DOH Tobacco SDPR Fund.

28. JLI shall have the right to prepay the entire outstanding balance of the Settlement Amount before December 31, 2029 ("Prepayment Right"). If JLI exercises its Prepayment Right, JLI shall receive a 15 percent discount on each Installment Payment that it pays before the Installment Payment becomes due. Such prepayment shall constitute full payment of the undiscounted amount due under Paragraph 26. JLI may only exercise its Prepayment Right once. Any exercise of the Prepayment Right requires that JLI pay all outstanding Installment Payments, and not a subset thereof.

29. Plaintiff sought compensatory restitution and remediation amounts (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as alleged damages for the Alleged Harms. Plaintiff agrees that the Settlement Amount (i) is no greater than the amount of the Alleged Harms allegedly suffered by Plaintiff, including the amount necessary to restore, in whole or in part, Plaintiff to the same position or condition that it would be in had it not suffered the Alleged Harms; and (ii) constitutes restitution or remediation. No portion of the Settlement Amount is in lieu of any fine or penalty, and no such amount is properly characterized as disgorgement or the payment of statutory or other fines, penalties, punitive damages, other punitive assessments (including treble damages), or attorneys' fees and costs.

30. For the avoidance of doubt, nothing in this Section III may be taken as or construed to be an admission or concession that any of the Alleged Harms have actually been suffered, that any of the Alleged Harms resulted in any of the damages that have

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been alleged, or that any of the Alleged Harms are attributable to any liability or wrongdoing (including any violation of any law, rule, or regulation) in connection with the design, manufacture, production, advertisement, marketing, distribution, sale, use, and performance of JUUL Products, all of which JLI, on its own behalf and on behalf of any other Released Party, expressly denies.

31. Plaintiff shall complete and timely file (or cause to be completed and timely filed) a Form 1098-F with the Internal Revenue Service that identifies the Settlement Amount as “remediation/restitution,” and shall timely furnish (or cause to be timely furnished) Copy B of such Form 1098-F to JLI.

IV. NOTICE

32. All notices or certifications required to be provided to a Party or a designated state office shall be sent electronically and by first class mail, postage prepaid, as follows, unless a Party gives notice of a change to the other Party:

a. For JLI:

Tyler Mace
Chief Legal Officer
Juul Labs, Inc.
1000 F Street
Washington, D.C. 20004
tyler.mace@juul.com

With copies to:

George S. LeMieux
Gunster, Yoakley & Stewart, P.A.
450 E. Las Olas Boulevard
Suite 1400
Fort Lauderdale, FL 33301
glemieux@gunster.com

anc.law.ecf@alaska.gov

Timothy S. Danninger
Gunster, Yoakley & Stewart, P.A.
1 Independent Drive
Suite 2300
Jacksonville, FL 32202
tdanninger@gunster.com

b. For the State of Alaska:

Stephen J. Cox
Attorney General
1031 W 4th Avenue
Suite 200
Anchorage, AK 99501
(907) 269-5200
stephen.cox@alaska.gov
ninia.dizon@alaska.gov

with copies to:

Jeff Pickett
Senior Assistant Attorney General
1031 W 4th Avenue
Suite 200
Anchorage, AK 99501
(907) 276-5200
jeff.pickett@alaska.gov

V. ENFORCEMENT

33. The State of Alaska may not enforce a consent judgment or agreed judgment of another State.

VI. RELEASE

34. Releasors hereby release and forever discharge the Released Parties from any and all Claims based on, arising out of, or in any way related to the Covered

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Conduct to the full extent of the Attorney General's power and authority to release Claims (the "Released Claims").

35. The release in Paragraph 34 is intended by the Parties to be broad and shall be interpreted so as to give the Released Parties the broadest possible bar against any liability relating in any way to Released Claims. This Consent Judgment shall be a complete bar to any Released Claims.

36. Notwithstanding any term of this Consent Judgment, the Released Claims do not include Claims for enforcement of the terms of this Consent Judgment.

VII. GENERAL TERMS

37. Term: The provisions of Paragraphs 18-25 shall expire when any amounts due under Paragraphs 26–27 have been fully paid or waived.

38. The State of Alaska will not take the position that any generally applicable law or regulation requires conduct by JLI different than the conduct the State of Alaska requires from any other manufacturer or seller of ENDS products.

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

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40. Denial and No Admission: JLI denies it and/or its employees, officers, directors, subsidiaries, founders, and/or owners have violated any statute, regulation, decision, or other source of law. The Parties are entering into this Consent Judgment for the purpose of compromising and to avoid the time, expense, burden, and uncertainty associated with continuing litigation, and to address the State of Alaska's concerns with JLI's historical business practices with respect to JUUL Products. It is expressly agreed that this Consent Judgment is not admissible in any proceeding (except in a dispute between the State of Alaska and JLI regarding compliance with the Consent Judgment or as necessary for the Released Parties to enforce the release provisions), and it is also expressly agreed and understood that nothing contained in this Consent Judgment may be taken as or construed to be an admission or concession of any liability, wrongdoing, or violation of any source of law, or of any other matter of fact or law. This Consent Judgment is not intended to be used or admissible in any unrelated administrative, civil, or criminal proceeding. JLI does not waive any defenses it may raise elsewhere in other litigation or matters.

41. Private Action: This Consent Judgment shall not confer any rights upon, and is not enforceable by, any persons or entities besides the State of Alaska and the Released Parties. The State of Alaska may not assign or otherwise convey any right to enforce any provision of this Consent Judgment.

42. Conflict with Other Laws: Nothing in this Consent Judgment shall impose an obligation on JLI that conflicts with JLI's obligations under federal, state, or local law, rule, regulation, or guidance. In the event there is a conflict between this

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Consent Judgment and the requirements of federal, state, or local laws, such that JLI cannot comply with this Consent Judgment without violating these requirements, JLI shall document such conflicts and notify the State of Alaska that it intends to comply with the federal, state, or local requirements to the extent necessary to eliminate the conflict. Within thirty (30) days after receipt of a notification from JLI referenced above, the State of Alaska may request a meeting to discuss the steps JLI has implemented to resolve the conflict, and JLI shall comply with any such reasonable request.

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

44. Except as expressly set forth herein, this Consent Judgment shall not be modified (by this Court, by any other court, or by any other means) without the consent of the State of Alaska and JLI.

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

46. Each Party shall bear its own attorneys' fees and costs arising out of, related to, or in connection with this action and entry of this Consent Judgment.

47. Except for Paragraphs 34–36, if any provision of this Consent Judgment shall, for any reason, be held illegal, invalid, or unenforceable, in whole or in part, such illegality, invalidity, or unenforceability shall not affect any other provision or clause of

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

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

49. The Court retains jurisdiction over this Consent Judgment and the Parties with respect to this Consent Judgment.

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

DONE AND ORDERED in Anchorage, Alaska, this 3rd day of _____
December 2025.


HON. YVONNE LAMOUREUX
Superior Court Judge

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AGREED AS TO SUBSTANCE AND FORM AND ENTRY REQUESTED:


STEPHEN J. COX
Attorney General of the State of Alaska

/s/Jeff Pickett
Jeffrey G. Pickett
Assistant Attorney General
Alaska Bar No. 9906022

Date: November 25, 2025

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AGREED AS TO SUBSTANCE AND FORM AND ENTRY REQUESTED:

DocuSigned by:

DE8BBDEBF4FC460...

Date: 26-Nov-2025

George S. LeMieux Florida Bar No. 16403
GUNSTER, YOAKLEY & STEWART, P.A.
450 E. Las Olas Boulevard, Suite 1400
Fort Lauderdale, Florida 33301
Telephone: (954) 462-2000
glemieux@gunster.com

Attorneys for Defendant Juul Labs, Inc.

DocuSigned by:

640CBBCAC5D24CB...

Date: 26-Nov-2025

Juul Labs, Inc.

By: Scott Richburg
Senior Vice President, Litigation

Exhibit A

1. Juul Labs, Inc., a corporation organized under the laws of Delaware.
2. 1186610 B.C. Ltd., a limited liability company organized under the laws of the Province of British Columbia.
3. 1186675 B.C. Ltd., a limited liability company organized under the laws of the Province of British Columbia.
4. Ala Kuponon Insurance, Co. Inc., a corporation organized under the laws of Hawaii.
5. Envenio, Inc., a corporation organized under the laws of Canada.
6. JUUL Labs (Shanghai) Co., Ltd., a limited liability company organized under the laws of China.
7. JUUL Labs (Shanghai) Co., Ltd., Shenzhen Branch, a limited liability company organized under the laws of China.
8. JUUL Labs (Shanghai) Co., Ltd., Suzhou Branch, a limited liability company organized under the laws of China.
9. JUUL Labs and Products Israel, Ltd., a limited liability company organized under the laws of Israel.
10. JUUL Labs Austria GmbH, a limited liability company organized under the laws of Austria.
11. JUUL Labs Belgium SRL, a limited liability company organized under the laws of Belgium.

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12. JUUL Labs Canada, Ltd., a limited liability company organized under the laws of Canada.

13. JUUL Labs Colombia S.A.S., a simplified stock company organized under the laws of Colombia.

14. JUUL Labs CZ & SK s.r.o., a company organized under the laws of the Czech Republic.

15. JUUL Labs Czech Republic s.r.o., a company organized under the laws of the Czech Republic.

16. JUUL Labs France SAS, a limited liability company organized under the laws of France.

17. JUUL Labs Germany GmbH, a limited liability company organized under the laws of Germany.

18. JUUL Labs Global Business Services, Sp. Z.o.o., a limited liability company organized under the laws of Poland.

19. JUUL Labs Greece M.E.P.E., a limited liability company organized under the laws of Greece.

20. JUUL Labs Exports, LLC, a limited liability company organized under the laws of Delaware.

21. JUUL Labs IHB FinCo Ltd., a limited liability company organized under the laws of England and Wales.

22. JUUL Labs IHB Limited, a limited liability company organized under the laws of England and Wales.

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23. JUUL Labs India Private Limited, a private limited liability company organized under the laws of India.

24. JUUL Labs International Inc., a corporation organized under the laws of Delaware.

25. JUUL Labs Ireland Ltd., a limited liability company organized under the laws of Ireland.

26. JUUL Labs Italia S.R.L., a limited liability company organized under the laws of Italy.

27. JUUL Labs Japan Company Limited, a company organized under the laws of Japan.

28. JUUL Labs Korea LLC, a limited liability company organized under the laws of Korea.

29. JUUL Labs Netherlands B.V., a private limited liability company organized under the laws of The Netherlands.

30. JUUL Labs New Zealand Limited, a limited liability company organized under the laws of New Zealand.

31. JUUL Labs Poland, Sp. Z.o.o., a limited liability company organized under the laws of Poland.

32. JUUL Labs Portugal Unipessoal LDA, a private limited liability company organized under the laws of Portugal.

33. JUUL Labs RU Limited Liability Company, a limited liability company organized under the laws of Russia.

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34. JUUL Labs Services, Sp. Z.o.o., a limited liability company organized under the laws of Poland.

35. JUUL Labs Singapore HoldCo Pte. Ltd, a limited liability company organized under the laws of Singapore.

36. JUUL Labs Spain S.L., a company organized under the laws of Spain.

37. JUUL Labs Switzerland GmbH, a limited liability company organized under the laws of Switzerland.

38. JUUL Labs UK Holdco Limited (DMCC Branch), a limited liability company organized under the laws of the United Arab Emirates.

39. JUUL Labs UK HoldCo Limited, a limited liability company organized under the laws of England and Wales.

40. JUUL Labs UK Ltd., a limited liability company organized under the laws of England and Wales.

41. JUUL Labs Ukraine, a limited liability company organized under the laws of Ukraine.

42. JUUL Labs Virginia, LLC, a limited liability company organized under the laws of Virginia.

43. JUUL Pasadena Labs, Inc., a corporation organized under the laws of Delaware.

44. Main Mission LLC, a limited liability company organized under the laws of Delaware.

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45. Main Mission Mezz LLC, a limited liability company organized under the laws of Delaware.

46. Pax Labs, Inc., a corporation organized under the laws of Delaware.

47. Representative Office of JUUL Labs Singapore Holdco Pte. Ltd.

48. Shenzhen Wei'ai Tech Co., Ltd., a limited liability company organized under the laws of China.

49. Vapor Investment Partners LLC, a limited liability company organized under the laws of Delaware.

50. VMR CZ Sro, a company organized under the laws of Czech Republic.

51. VMR (HK) Holdings LTD, a limited liability company organized under the laws of Hong Kong.

52. VMR Products B.V., a company organized under the laws of The Netherlands.

53. VMR Products LLC, a limited liability company organized under the laws of Florida.

54. VMR Products Shenzhen Ltd., a limited liability company organized under the laws of China.

55. YMR Products, Inc., a corporation organized under the laws of Delaware.

56. VMR Strategic LLC, a limited liability company organized under the laws of Delaware.

57. Zhonghe Hengtong VMR (Shenzhen) Technology, Ltd., a limited liability company organized under the laws of China.