

# EXHIBIT 9

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

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

CASE NO. 19-md-02913-WHO

This Document Relates to:  
All Class Actions

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

1 On December 6, 2022, Class Plaintiffs<sup>1</sup> entered into a settlement agreement to resolve  
2 economic loss claims asserted against JUUL Labs, Inc. (JLI) and certain additional Released Parties  
3 involving the manufacture, labeling, marketing, and sale of JUUL—an electronic nicotine delivery  
4 system consisting of an electronic cigarette and a nicotine pack called a JUULpod. Class Plaintiffs  
5 moved the Court for preliminary approval of the proposed class action settlement, the terms and  
6 conditions of which are set forth in the Class Settlement Agreement filed with the Court on  
7 December 19, 2022, Dkt. 3724.

8 The proposed settlement does not include Altria Group, Inc. or related companies (included  
9 but not limited to those named as Defendants in this litigation) so no class or individual claims  
10 against those entities will be released, and the litigation against those Defendants will continue.<sup>2</sup>

11 The Court has read and considered the Motion for Preliminary Approval (“Motion”) and all  
12 of the supporting documents, including the Class Settlement Agreement and attachments, the  
13 proposed Notice Plan, and the proposed Plan of Allocation. The Court finds that there are sufficient  
14 grounds for the Court to direct notice of the Settlement to be disseminated to the proposed  
15 Settlement Class, and authorize the steps needed to determine whether the Class Settlement  
16 Agreement should be finally approved and the economic-loss claims against JLI and the Released  
17 Parties (other than antitrust claims) dismissed.

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

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

24 <sup>1</sup> The capitalized terms used in this Order shall have the same meaning as defined in the Class  
25 Settlement Agreement and Plan of Allocation except as otherwise noted.

26 <sup>2</sup> In separate agreements, JLI has resolved the claims brought by other claimants in the MDL,  
27 including individuals who asserted claims for personal injury, school district and local government  
28 entities, and Native American tribal entities.

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

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

- 5 a. Class Plaintiffs and Class Counsel have adequately represented the Class.
- 6 b. The Class Settlement Agreement was negotiated at arm's length with the  
7 assistance of Thomas J. Perrelli, a well-respected and experienced private  
8 mediator, appointed by this Court.
- 9 c. The monetary relief provided to the Settlement Class is adequate given the risks,  
10 delay, and uncertainty of continued litigation and trial, the effectiveness of the  
11 proposed method of distributing relief to the class, the terms of the proposed  
12 award of attorney's fees, and any agreement required to be identified under Rule  
13 23(e)(3).
- 14 d. The Class Settlement Agreement and Plan of Allocation treat all Class Members  
15 equitably relative to each other.

16 3. Based upon the Motion and other submissions of the Parties, the Court finds that the  
17 Settlement Class is likely to be certified for settlement purposes only. The Settlement Class is  
18 defined as: "All individuals who purchased, in the United States, a JUUL product from brick and  
19 mortar or online retailers before December 6, 2022." Excluded from the Settlement Class are: (a)  
20 the judges in this case, and any other judges that may preside (or have presided) over the Litigation,  
21 including the coordinated proceeding captioned *JUUL Labs Product Cases*, Judicial Counsel  
22 Coordination Proceeding No. 5052, pending in the Superior Court of California, County of Los  
23 Angeles, Department 11, Settlement Master Thomas J. Perrelli, and their staff, and immediate  
24 family members; (b) JLI, any Released Party, and any other named defendant in the litigation; (c)  
25 employees, officers, directors, legal representatives, heirs, successors, and wholly or partly owned  
26 subsidiaries or affiliated companies of JLI, any Released Party, and any other named defendant in  
27 the litigation; (d) Class Counsel and their employees; (e) all purchases for purposes of resale or

1 distribution; and (f) all individuals who timely and properly exclude themselves from the Settlement  
2 Class.

3 4. The Court preliminarily finds that:

4 a. Members of the Settlement Class are so numerous as to make joinder  
5 impracticable.

6 b. There are questions of law and fact common to the Settlement Class, and such  
7 questions predominate over any questions affecting only individual Settlement  
8 Class Members for purposes of the Settlement.

9 c. Class Plaintiffs' claims and the defenses thereto are typical of the claims of the  
10 Settlement Class Members and the defenses thereto for purposes of the  
11 Settlement.

12 d. Class Plaintiffs and their counsel have, and will continue to, fairly and  
13 adequately protect the interests of the Settlement Class Members in this action  
14 with respect to the Settlement.

15 e. A class action is superior to all other available methods for fairly and efficiently  
16 resolving this action.

17 5. The Court previously certified a litigation class for claims under the federal  
18 Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1962) ("RICO") and under  
19 California law for violation of the California Unfair Competition Law (Cal. Bus. & Prof. Code §  
20 17200), the California Consumer Legal Remedies Act (Cal. Civ. Code § 1750), the California False  
21 Advertising Law (Cal. Bus. & Prof. Code § 17500), common law fraud, the implied warranty of  
22 merchantability, and unjust enrichment. The Court finds, for the reasons stated in the Motion, that  
23 the Settlement Class largely overlaps with those previously certified by the Court and that, for  
24 settlement purposes only, there is a sound basis for expanding the scope of the previously certified  
25 classes to encompass all the Settlement Class Released Claims against JLI and the Released Parties.  
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1           15. Any Class Member who fails to submit a timely and valid written request for  
2 exclusion consistent with this Order shall be deemed to be a member of the Settlement Class (if  
3 finally approved) and as such shall be bound by all terms of the Class Settlement Agreement and  
4 orders of this Court pertaining to the Settlement Class.

5           16. Any member of the Settlement Class who elects to be excluded shall not receive any  
6 benefits of the Settlement, shall not be bound by the terms of the Class Settlement Agreement or  
7 any Final Approval Order, and shall have no standing to object to the Settlement.

8           17. Any Class Member wishing to make a claim must submit a Claim Form to the  
9 Settlement Administrator, pursuant to the instructions provided in the notice distributed to the  
10 Settlement Class. Whether submitted electronically online or mailed, Claim Forms must be  
11 postmarked no later than the deadline set forth below.

12           18. Any Settlement Class Member who does not submit a valid and timely request for  
13 exclusion may submit an objection to the Class Settlement Agreement. Any Class Member who  
14 intends to object to the Settlement or the Class Settlement Agreement (including any request for  
15 attorneys' fees, expenses, or service awards) must submit a written notice of objections to the Clerk  
16 of the Court and the Settlement Administrator. Objections are valid only if postmarked before the  
17 deadline set forth below. Objections must be individually and personally signed by the Settlement  
18 Class Member (if the Settlement Class Member is represented by counsel, the objection additionally  
19 must be signed by such counsel), and must include:

- 20           a. The case name and number (*IN RE JUUL LABS, INC.*, Case No. 19-MD-02913-  
21 WHO).
- 22           b. The objecting Class Member's full name, address, and telephone number, and, if  
23 available, email address;
- 24           c. An attestation that the objector is a member of the Class;
- 25           d. A written statement of all grounds for the Objection, accompanied by any legal  
26 support for the Objection;



- 1 e. Copies of any papers, briefs, or other documents upon which the Objection is  
2 based;
- 3 f. The name, address, email address, and telephone number of every attorney  
4 representing the objector; and
- 5 g. A statement indicating whether the objector and/or his or her counsel intends to  
6 appear at the Final Approval Hearing and, if so, a list of all persons, if any, who  
7 will be called to testify in support of the Objection.

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

13 20. Class Plaintiffs shall file a motion for Final Approval of the Class Settlement  
14 Agreement, including in response to any timely and valid objection to the Class Settlement  
15 Agreement, and any motion for attorneys' fees, expenses, and service awards by the deadline set  
16 forth below. Such materials shall be served on any member of the Settlement Classes (or their  
17 counsel, if represented by counsel) whose objection is addressed in the Final Approval briefing.  
18 Copies of the motions shall be made available on the settlement website.

19 21. Following the Final Approval Hearing, and based upon the entire record in this  
20 matter, the Court will decide whether the Class Settlement Agreement should be finally approved  
21 and, if so, whether any attorneys' fees and expenses should be awarded to Class Counsel, and  
22 whether service awards should be awarded to class representatives.

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

25 23. Pending final determination of whether the Settlement should be approved, Class  
26 Plaintiffs and each Class Member, and any person purportedly acting on behalf of any Class  
27 Member(s), are hereby enjoined from pursuing, maintaining, enforcing, or proceeding, either

1 directly or indirectly, any Settlement Class Released Claims in any judicial, administrative, arbitral,  
 2 or other forum, against any of the Released Parties, provided that this injunction shall not apply to  
 3 the claims of Settlement Class Members who have timely and validly requested to be excluded from  
 4 the Class. This injunction will remain in force until the Effective Date or until such time as the  
 5 Parties notify the Court that the Settlement has been terminated. This injunction is necessary to  
 6 protect and effectuate the Settlement, this Order, and this Court, authority regarding the Settlement,  
 7 and is ordered in aid of this Court's jurisdiction and to protect its judgments.

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

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

19         26. The following deadlines shall apply and within three business days of this order  
 20 Class Plaintiffs shall file a notice setting the specific calendar date for each of the deadlines set forth  
 21 below:

| Event  | Days After Entry of This Order |
|--|--------------------------------|
| Payment of the Initial Class Settlement Administration Payment | 5                              |
| Notice Period Commences (Email and Postcard)                   | 28                             |
| Publication Notice Commences                                   | 28                             |
| Notice Period Concludes (Email and Postcard)                   | 58                             |

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| <b>Event</b>  | <b>Days After Entry of This Order</b> |
|---|---------------------------------------|
| Publication Notice Fully Concludes  | 88                                    |
| Notice Completion / Settlement Administrator Declaration Date   | 88                                    |
| Motion for Final Approval Deadline  | 127                                   |
| Fee and Expense Application Deadline  | 127                                   |
| Claims Filing Postmark Deadline   | 148                                   |
| Opt-Out Deadline  | 148                                   |
| Objection Deadline  | 148                                   |
| Opposition to Final Approval and Fee and Expense Application Deadline   | 148                                   |
| Deadline for the Parties to file information concerning timely filed opt out requests and objections                                    | 155                                   |
| Replies in support of Final Approval and Fee and Expense Application Deadline (including the filing of list of opt outs and objections) | 169                                   |
| Final Approval Hearing  | [To be Determined by the Court]       |

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
 Hon. William H. Orrick,  
 U.S. District Court Judge