

Benjamin C. Elacqua (admitted *pro hac vice*)  
Texas Bar No. 24055443  
FISH & RICHARDSON P.C.  
909 Fannin Street, Suite 2100  
Houston, Texas 77010  
Telephone: 713-654-5300  
Facsimile: 713-652-0109  
Email: elacqua@fr.com  
*Additional Counsel on Signature Page*

Counsel for Defendants  
NJOY, LLC, NJOY Holdings, Inc., Altria Group, Inc.,  
Altria Group Distribution Company, and Altria Client Services LLC

**IN THE UNITED STATES DISTRICT COURT  
FOR DISTRICT OF ARIZONA**

JUUL Labs, Inc.,

*Plaintiff,*

v.

NJOY, LLC, NJOY Holdings, Inc.,  
Altria Group, Inc., Altria Group  
Distribution Company, and Altria Client  
Services LLC,

*Defendants.*

Case No. 2:25-CV-02853-JJT

**HONORABLE JOHN J. TUCHI**

**JOINT STIPULATION FOR  
DISCOVERY CROSS-USE**

Plaintiff JUUL Labs, Inc. (“JLI”) and Defendants NJOY, LLC, NJOY Holdings, Inc., Altria Group, Inc., Altria Group Distribution Company, and Altria Client Services LLC (collectively, “NJOY”), by and through their undersigned counsel, hereby jointly stipulate and agree to the cross-use of discovery between this District Court Action and the related investigation pending before the U.S. International Trade Commission (“ITC”), *Certain Vaporizer Devices, Cartridges Used Therewith, And Components Thereof II*, Inv. No. 337-TA-1460 (Aug. 8, 2025). This stipulation is intended to promote efficiency, avoid duplicative

1 discovery, and conserve party and tribunal resources, subject to the Protective Order  
2 (Dkt. 46).

3 1. JLI and NJOY agree that all Cross-Use Discovery produced, served,  
4 taken, recorded, or submitted by or on behalf of the parties in any  
5 Related Litigation shall be deemed produced and usable in this  
6 District Court Action by Counsel of Record for the receiving party  
7 and experts who are bound by the Protective Order (Dkt. 46) in this  
8 District Court Action (including such counsel's legal staff,  
9 professional vendors, and outside consultants), under the terms of the  
10 Protective Order in this District Court Action applicable to the  
11 "CONFIDENTIAL – FOR OUTSIDE COUNSEL ONLY"  
12 confidentiality designation attached to the Cross-Use Discovery,  
13 without violating the protective order in the Related Litigation. The  
14 parties' agreement to permit Cross-Use Discovery is in no way an  
15 agreement by any Party that such Cross-Use Discovery is admissible  
16 in a particular proceeding or action.

17 2. Paragraph 1 does not absolve a producing party of its obligation to  
18 produce documents responsive to discovery requests in this District  
19 Court Action or any Related Litigation if the documents have not been  
20 previously produced by the parties in a Related Litigation.  
21 Paragraph 1 also does not absolve a responding party of its obligation  
22 to fully respond to written discovery served in this District Court  
23 Action or any Related Litigation. Paragraph 1 further does not  
24 diminish or otherwise alleviate the parties' continuing obligation to  
25 comply with the applicable privilege log requirements of each  
26 relevant jurisdiction. Each party bears sole responsibility for its  
27 privilege determinations, including the identification, logging, and  
28 justification of any materials withheld or redacted. Any reliance on

1 cross-produced materials shall not excuse noncompliance. Nothing in  
2 Paragraph 2 shall be considered an admission that such discovery  
3 materials are admissible (or inadmissible), as admissibility will be  
4 determined according to the applicable Federal Rules of Evidence.

5 3. “Cross-Use Discovery” includes at least the following:

- 6 a. Documents produced by JLI or NJOY in a Related Litigation.  
7 This includes documents bearing a production stamp or  
8 documents produced in native format with an associated  
9 production number in a Related Litigation.  
10 b. Discovery responses served in a Related Litigation, including,  
11 for example, responses to interrogatories, responses to requests  
12 for production, and responses to requests for admission.  
13 c. Declarations, affidavits, and witness statements served,  
14 produced, filed, or relied upon in a Related Litigation.

15 Cross-Use Discovery does not include discovery materials produced  
16 by a third party in a Related Litigation for which the third party has  
17 not consented in writing to or otherwise authorized disclosure in this  
18 Case. This agreement does not limit the parties from requesting  
19 production of documents from any other prior or pending proceeding  
20 involving any of JLI or NJOY.

- 21 4. To the extent a deponent is noticed for deposition in multiple cases or  
22 is reasonably expected to be noticed in multiple cases, the parties  
23 agree to one (1) deposition of that deponent, absent good cause. For  
24 the purposes of this provision, if a witness is disclosed in a discovery  
25 response served in a case, there is a reasonable expectation that the  
26 witness shall be noticed in that case. A second deposition of a witness  
27 (i.e., a second deposition notice in a single case for a witness that has  
28 already been noticed and deposed) shall not be allowed absent a

1 showing of good cause. The total time for a personal deposition is  
2 limited to a total of seven (7) hours in accordance with Rules 30 and  
3 34 of the Federal Rules of Civil Procedure. Unless required by Local  
4 Rules, all objections other than as to form and privilege are deemed  
5 reserved by the parties. None of the provisions herein will be  
6 construed to prevent a party from seeking additional deposition time  
7 by agreement or for good cause shown.

8 5. As used herein, “Related Litigation” shall include the following  
9 matters:

- 10 • *Certain Vaporizer Devices, Cartridges Used Therewith, And*  
11 *Components Thereof II*, Inv. No. 337-TA-1460<sup>1</sup>

12 6. With respect to L.R. Civ. 5.6(d), if a party wishes to file a document  
13 that has been designated as confidential by another party pursuant to  
14 a protective order or confidentiality agreement, or if a party wishes to  
15 refer in a memorandum or other filing to information so designated by  
16 another party, the submitting party must confer with the designating  
17 party one day before filing about the need to file the document (or  
18 proposed filing) under seal and whether the parties can agree on  
19 having the document (or proposed filing) filed under seal. If the  
20 parties are unable to agree on these issues, they will follow the  
21 procedure outlined in LRCiv 5.6(d).

22 This stipulation is entered into solely for purposes of efficiency and  
23 convenience and shall not be construed as a waiver of any right, objection, or  
24 argument of any party, including but not limited to objections based on relevance,  
25 privilege, work-product protection, confidentiality, admissibility, proportionality,  
26

---

27 <sup>1</sup> This includes all documents that were produced by either party in the 1460  
28 Investigation, including documents produced from other litigations, irrespective  
of the Bates number.

1 or procedural rules applicable in either proceeding. Nothing in this stipulation shall  
2 be deemed an admission by any party or shall alter any party's burden of proof or  
3 persuasion in either the District Court Action or the ITC Investigation.

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

1 Dated: February 27, 2026

2 By: /s/ Thomas H. Wintner

By: /s/ Benjamin C. Elacqua

3 **MINTZ, LEVIN, COHN, FERRIS,**  
4 **GLOVSKY AND POPEO, P.C.**

**FISH & RICHARDSON P.C.**

5 Michael T. Renaud (Admitted *pro hac*  
6 *vice*)

Benjamin C. Elacqua (*pro hac vice*)  
Texas Bar No. 24055443  
elacqua@fr.com

7 Adam S. Rizk (Admitted *pro hac vice*)

Ethan Kovar (*pro hac vice*)

8 Thomas H. Wintner (Admitted *pro hac*  
9 *vice*)

Texas Bar No. 24138134  
kovar@fr.com

10 Matthew C. Hurley (Admitted *pro hac*  
11 *vice*)

**FISH & RICHARDSON P.C.**

909 Fannin Street, Suite 2100

12 Matthew A. Karambelas (Admitted  
13 *pro hac vice*)

Houston, Texas 77010

14 James J. Thomson (Admitted *pro hac*  
15 *vice*)

Telephone: (713) 654-5300

16 Samuel J. Lyons (Admitted *pro hac*  
17 *vice*)

Facsimile: (713)-652-0109

18 **MINTZ, LEVIN, COHN, FERRIS,**  
19 **GLOVSKY AND POPEO, P.C.**

Aamir Kazi (*pro hac vice*)

Georgia Bar No. 104235

20 One Financial Center

kazi@fr.com

21 Boston, Massachusetts 02111

Joseph R. Dorris (*pro hac vice*)

22 Tel.: (617) 542-6000

Georgia Bar No. 586708

23 MTrenaud@mintz.com

dorris@fr.com

24 ARizk@mintz.com

**FISH & RICHARDSON P.C.**

25 MAKrambelas@mintz.com

1180 Peachtree St. NE, Fl. 21

26 COPPERSMITH BROCKELMAN  
27 PLC

Atlanta, GA 30309

Telephone: (404) 892-5005

Facsimile: (404) 892-5002

28 **COPPERSMITH BROCKELMAN**  
**PLC**

Scott M. Flanz (*pro hac vice*)

NY Bar No. 5423801

flanz@fr.com

Malvika A. Sinha (038046)

**FISH & RICHARDSON P.C.**

Kelleen Mull (036517)

7 Times Square, 20th Floor

New York, NY 10036

Telephone: (212) 765-5070

2800 North Central Avenue, Suite  
1900

Phoenix, Arizona 85004

Tel.: (602) 381-5493

msinha@cblawyers.com

kmull@cblawyers.com

*Attorneys for Plaintiff*

*JUUL Labs, Inc.*

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

SNELL & WILMER L.L.P.

David G. Barker (#024657)  
dbarker@swlaw.com  
Zachary G. Schroeder (#036226)  
zschroeder@swlaw.com

**SNELL & WILMER L.L.P.**  
One East Washington Street, Suite  
2700  
Phoenix, Arizona 85004-2556  
Telephone: (602) 382-6000  
Facsimile: (602) 382-6070

*Counsel for Defendants  
NJOY, LLC, NJOY Holdings, Inc.,  
Altria Group, Inc., Altria Group  
Distribution Company, and Altria  
Client Services LLC*

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

**CERTIFICATE OF SERVICE**

I hereby certify that on February 27, 2026, a copy of the foregoing was filed electronically using the CM/ECF system, which will send notification of such filing to counsel of record.

/s/ Benjamin C. Elacqua  
Benjamin C. Elacqua