

GOVERNMENT ENTITY SETTLEMENT AGREEMENT

This Settlement Agreement, entered into as of this 26th day of July 2023 (the “**Execution Date**”), is made by and between Altria Group, Inc., Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises LLC, and Altria Group Distribution Company (collectively “**Altria**”); and Plaintiffs’ Leadership in MDL No. 2913 and JCCP No. 5052, on behalf of all Settling Government Entity Plaintiffs (together with Altria, the “**Parties**”). This Settlement Agreement establishes a program to resolve the Released Claims and Liabilities (defined in Paragraph 1.39 below).

RECITALS

WHEREAS, the Settling Government Entity Plaintiffs participating in this Settlement Agreement have brought lawsuits and/or retained counsel to pursue claims against JUUL Labs, Inc. (“JLI”), Altria and other Released Parties in state and federal court seeking legal and equitable relief in connection with the design, manufacture, production, advertisement, marketing, distribution, sale and performance of JUUL products; Altria’s conduct related to its investment in JLI; and Altria’s interactions with JLI and JLI related persons;

WHEREAS, Altria, on its own behalf and on behalf of the Released Parties, has denied and continues to deny any wrongdoing and any liability in connection with the above;

WHEREAS, the Parties to this Settlement Agreement, after having (i) litigated cases or observed the litigation of cases in connection with the above for over four years; (ii) engaged in substantial discovery, including written discovery, the production of numerous documents, numerous fact and expert depositions, and preparation and disclosure of comprehensive expert reports; (iii) engaged with the Mediator; (iv) engaged in arm’s-length negotiations, and (v) participated in a bellwether trial involving the San Francisco Unified School District, have now reached an agreement providing for a resolution of claims that have been or could have been brought against Altria and any other Released Party in connection with the above;

WHEREAS, the Parties recognize and acknowledge the time, risk, and expense of litigating the Settling Government Entity Plaintiffs’ cases to judgment against Altria and other Released Parties;

WHEREAS, Altria now wishes to resolve any claims or causes of action against it and any other Released Party that any Settling Government Entity Plaintiffs ever had, now have, or will have in the future in connection with the above;

WHEREAS, the Settling Government Entity Plaintiffs, through their counsel, have conducted a thorough investigation of the relevant law and facts;

WHEREAS, after analyzing the relevant facts and applicable law, and taking into account (i) the burdens, risks, uncertainties, time, and expense of litigation; and (ii) the merits of the terms set forth herein, Plaintiffs’ Leadership, on behalf of the Settling Government Entity Plaintiffs, have concluded that the settlement set forth in this Settlement Agreement is fair, reasonable, adequate and in the best interests of the Settling Government Entity Plaintiffs with respect to claims against Altria and other Released Parties;

WHEREAS, Altria has concluded that resolving the claims settled under the terms of this Settlement Agreement is desirable to reduce the time, risk, and expense of defending multiple-claim and multiple-party litigation across multiple jurisdictions, and to resolve finally and completely the cases brought against Altria and any other Released Party by the Settling Government Entity Plaintiffs without any admission of wrongdoing or liability;

WHEREAS, Altria believes the terms of this Settlement Agreement are fair, reasonable, and adequate with respect to the claims asserted by the Settling Government Entity Plaintiffs against Altria and other Released Parties; and

WHEREAS, the Parties believe that the terms of this Settlement Agreement involve good and fair consideration on behalf of all Parties;

NOW, THEREFORE, the Parties stipulate and agree to the terms and conditions set forth herein.

1. **DEFINITIONS**

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

1.1 “**Alleged Harms**” has the meaning given to such term in Section 4.6.2.

1.2 “**Attorneys’ Fees and Expenses**” means the reasonable attorneys’ fees and documented litigation expenses of counsel, including but not limited to members of the Plaintiffs’ Steering Committees (or their equivalent) in MDL No. 2913 and JCCP No. 5052, incurred in connection with litigation against any Released Party, and in connection with this Settlement Agreement, that are recoverable pursuant to MDL Case Management Order No. 5, Case Management Order No. 5(a) and the parallel JCCP orders (and all amendments thereto), or individual contracts.

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

1.4 “**Claims**” has the same meaning as that term is given in Exhibit 1.

1.5 “**Claims Administration Procedures (CAP)**” shall be established by the Government Entity Settlement Administrator and made available to all Plaintiffs’ Counsel and Parties to provide more detailed guidance on procedures and timing including procedures for curing any defects in claim and other submissions.

1.6 “**Class**” has the same meaning as that term is given in Exhibit 4.

1.7 “**Class Settlement Agreement**” means the document attached hereto as Exhibit 4.

1.8 “**Counsel Certification Form**” means the form attached as Exhibit 5, which includes Subpart I (Additional Case Identification) and Subpart II (certification that they do not presently have other clients they represent for whom they plan to file cases against Altria or other Released Party alleging Released Claims and Liabilities).

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

1.10 “**Designated Appropriate Official**” means the official having been appointed by the Settling Government Entity Plaintiff in accordance with Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B).

1.11 “**Eligible Government Entity Plaintiff**” means all Government Entities (1) who have filed a cause of action against Altria as of May 10, 2023, whether or not those claim(s) or causes of action have been consolidated into *In re: JUUL Labs, Inc. Marketing, Sales Practices & Products Liability Litigation*, Case No. 19-md-02913-WHO (N.D. Cal.) or *JUUL Labs Product Cases*, JCCP No. 5052 (Cal. Super., Los Angeles County); or (2) are represented by Plaintiffs’ Counsel to pursue a cause of action against Altria and/or any other Released Party and executed a signed retainer as of May 10, 2023, but excluding the San Francisco Unified School District, which is entering a separate settlement agreement.

1.12 “**Final Approval**” or “**Final Approval Order and Judgment**” has the meaning given to that term in Exhibit 4.

1.13 “**First Payment Date**” has the meaning given to such term in Section 3.1.

1.14 “**Government Entity**” means all U.S. domestic government entities, including but not limited to school districts, counties, cities, and municipalities (but not including Native American Tribes, U.S. States, or U.S. territories).

1.15 “**Government Entity Settlement Administrator**” means BrownGreer PLC.

1.16 “**Government Entity Qualified Settlement Account**” shall be the account established and funded in accordance with Section 8.

1.17 “**Gross Settlement Amount**” means \$168,250,000.

1.18 “**Implementation Order**” means an order substantially similar to Case Management Order No. 16 (Implementing JLI Settlement) to be jointly proposed by the Parties within five (5) Business Days of the Execution Date, the function of which is to implement this Settlement Agreement.

1.19 “**Individual Government Entity Settlement Payment**” has the same meaning as that term is given in Exhibit 1.

1.20 “**JCCP Court**” means the court overseeing JCCP No. 5052.

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

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

1.23 “**Liabilities**” has the meaning given to such term in Exhibit 1.

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

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

1.26 “**Mediator**” means the mediator appointed by the MDL Court, Thomas J. Perrelli.

1.27 “**Non-Settling Cases Order**” means an order to be proposed by Altria to the MDL Court and JCCP Court within 30 days of the Execution Date, substantially similar to Case Management Order No. 17 (Case Management Order for Any Ongoing Litigation Against Settling Defendants).

1.28 “**Opt-Outs And Rights Of Withdrawal Agreement**” means the document attached hereto as Exhibit 3.

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

1.30 “**Plaintiff Fact Sheet**” means the Plaintiff Fact Sheet required under the MDL Court’s Case Management Order No. 13.

1.31 “**Plaintiffs’ Counsel**” means each and every law firm that is counsel for at least one plaintiff in MDL No. 2913 or JCCP No. 5052.

1.32 “**Plaintiffs’ Leadership**” means the Plaintiffs’ Co-Lead Counsel in MDL No. 2913 (Sarah London, Dena Sharp, Ellen Relkin, and Dean Kawamoto, collectively “**MDL Co-Lead Counsel**”), and Public Entity Plaintiffs Co-Lead Counsel in JCCP No. 5052 (John Fiske and Rahul Ravipudi, collectively, “**JCCP Government Entities Leadership**”).

1.33 “**Potential/Related JCCP No. 5052 Cases**” means all Eligible Government Entity Plaintiffs’ cases that were filed in or related to or could have been filed in or related to JCCP No. 5052.

1.34 “**Potential/Related MDL No. 2913 Cases**” means all Eligible Government Entity Plaintiffs’ cases that were filed in or related to or could have been filed in or related to MDL No. 2913.

1.35 “**Preliminary Approval Motion**” has the meaning given to such term is given in Exhibit 4.

1.36 “**Preliminary Approval Order**” means an order entered by the MDL Court, preliminarily approving the Class Settlement Agreement and certifying the Settlement Class.

1.37 “**Release**” means a release substantially in the form of Exhibit 1, which shall jointly and severally release and forever discharge and hold harmless any Released Parties of and from any and all Released Claims and Liabilities.

1.38 “**Released Claims and Liabilities**” has the same meaning as that term is given in Exhibit 1.

1.39 “**Released Conduct**” means conduct by a Released Party that occurred on or before the date on which the Releases described in Section 10.2 take effect.

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

1.41 “**Settlement Agreements**” means this Government Entity Settlement Agreement, the settlement agreement reached between the Parties and Personal Injury Plaintiffs, and the Class Settlement Agreement.

1.42 “**Settlement Program**” means the program and procedures described in this Settlement Agreement.

1.43 “**Settling Government Entity Plaintiff**” means an Eligible Government Entity Plaintiff which, upon receipt of the Informed Consent Letter and allocation information chooses to accept its settlement offer through the Settlement Program.

2. **RECOMMENDATION OF SETTLEMENT AND OBLIGATIONS**

2.1 No later than July 31, 2023, Plaintiffs' Counsel must complete and send to Plaintiffs' Leadership and Defense Counsel the Counsel Certification Form. This form is not to be interpreted as a restriction on the practice of law. Inclusion of an Eligible Government Entity Plaintiff on this form does not mean it is agreeing to settle its claims. It is instead to clarify the universe of Eligible Government Entity Plaintiffs.

2.2 By August 31, 2023, Plaintiffs' Leadership shall provide to Plaintiff's Counsel a detailed informed consent letter for the Eligible Government Entity Plaintiffs ("**Informed Consent Letter**") compliant with the aggregate settlement rules, describing the settlement, the Gross Settlement Amount allocation, and the settlement process. Each Plaintiff's Counsel must send the Informed Consent Letter, along with the Release, to their respective clients to obtain informed consent.

2.3 The decision to participate in this Settlement ultimately rests with each Eligible Government Entity Plaintiff. This Settlement Agreement is not binding on any Eligible Governmental Entity Plaintiff that, upon the receipt of appropriate disclosures, including allocation information, does not timely provide a valid, executed Release.

3. **GOVERNMENT ENTITY SETTLEMENT CONSIDERATION**

3.1 Within sixty (60) days of Final Approval (the "**Payment Date**"), Altria shall cause payment of the Gross Settlement Amount to the Government Entity Qualified Settlement Account.

3.2 Neither Altria nor any other Released Party shall have any additional payment obligations in connection with this Settlement Agreement, including any Attorneys' Fees and Expenses or costs of the Settlement Program. Altria and the other Released Parties shall not, under any circumstances, be responsible for, or liable for, payment of any amount under this Settlement Agreement in excess of the Gross Settlement Amount.

3.3 The Mediator shall recommend an allocation of the Gross Settlement Amount for all Eligible Government Entity Plaintiffs.

3.4 If an Eligible Government Entity Plaintiff declines to participate in this Settlement Program, then an amount equal to that Eligible Government Entity Plaintiff's share of the Government Entity Settlement Amount as determined by the Mediator's final allocation grid shall be deducted from the Government Entity Settlement Amount or (if payment has been made) returned by the Government Entity Qualified Settlement Account to Altria. This provision is without prejudice to Altria's right to withdraw from and terminate this Settlement Agreement in accordance with Exhibit 3.

3.5 In exchange for the benefits being made available by this Settlement Agreement, and after receipt of the Informed Consent Letter and allocation information regarding the Gross Settlement Amount, each Eligible Government Entity Plaintiff that

chooses to participate in the Settlement shall sign and submit a Release and shall dismiss its claims with prejudice, with each party to bear its own costs.

4. SETTLEMENT IMPLEMENTATION

4.1 Within five (5) Business Days after the Execution Date, the Parties shall submit the Implementation Order to the MDL Court and the JCCP Court for approval. Among other things, the proposed Implementation Order shall jointly request a stay during the pendency of the settlement proceedings contemplated by this Settlement Agreement of (i) the underlying proceedings against Altria and any other Released Party, and (ii) the prosecution of any and all actions and proceedings (including discovery) against Altria and/or any other Released Party brought by anyone for, based upon, relating to, or arising out of any Released Claims and Liabilities. Any stay will remain effective during the pendency of the settlement proceedings contemplated by this Settlement Agreement, the Personal Injury Settlement Agreement, and the Class Settlement Agreement, including but not limited to any timely appeal of the Final Approval Order and Judgment, unless modified by further order of the MDL Court, the JCCP Court, or any other appropriate courts.

4.2 Within 30 days after the Execution Date, Defense Counsel shall submit the Non-Settling Cases Order to the MDL Court and the JCCP Court for approval. Plaintiffs' Leadership may join in submitting the Non-Settling Cases Order but in all events will not oppose entry of the Non-Settling Cases Order so long as it is supported by the Special Master.

4.3 By August 9, 2023, Plaintiffs' Leadership shall provide to Defense Counsel an updated and final list of all Eligible Government Entity Plaintiffs, substantially in the form of Exhibit 6. Plaintiffs' Leadership shall also confirm that all Plaintiffs' Counsel complied with the requirements of Section 2.

4.4 To the extent not already filed, Eligible Government Entity Plaintiffs must file a case by July 31, 2023.

4.5 To the extent not already completed and submitted, Eligible Government Entity Plaintiffs must provide to the Government Entity Settlement Administrator completed and signed Plaintiff Fact Sheets by August 7, 2023. Eligible Government Entity Plaintiffs who do not provide a completed and signed Plaintiff Fact Sheet by this date will be subject to the procedures outlined in the Implementation Order entered in the MDL Court and the JCCP Court, including (following any cure period) dismissal of their Claims with prejudice.

4.6 Each Settling Government Entity Plaintiff shall acknowledge and agree that, notwithstanding anything to the contrary in this Settlement Agreement, including, but not limited to, the scope of the Release:

4.6.1 The Settling Government Entity Plaintiff enters into this Settlement Agreement to avoid delay, expense, inconvenience, and uncertainty of further litigation;

4.6.2 The Settling Government Entity Plaintiff sought compensatory restitution and remediation amounts (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as set forth in each Plaintiffs' complaint, Plaintiff Fact Sheet, and subsequent pleadings, as alleged damages for 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**"), and the amounts to be paid under this Settlement Agreement are for such compensatory restitution or remediation and are no greater than the Alleged Harms suffered by the Settling Government Entity Plaintiff.

4.6.3 The amounts paid under this Settlement Agreement as compensatory restitution are to restore, in whole or in part, the Settling Government Entity Plaintiff to the same condition or position it would have been in had it not suffered such Alleged Harms.

4.6.4 No amount to be distributed under this Settlement Agreement to a Settling Government Entity Plaintiff represents reimbursement to any Settling Government Entity Plaintiff for the costs of any investigation or litigation and no portion of the amounts paid under the Settlement Agreement is in lieu of any fine or penalty, and no such amounts are properly characterized as disgorgement or the payment of statutory or other fines, penalties, punitive damages, other punitive assessments (including treble damages).

4.7 For the avoidance of doubt, nothing in this Settlement Agreement may be taken as or construed to be an admission or concession by any Released Party that any of the Alleged Harms have actually been suffered, that any of the Alleged Harms resulted in any of the damages that have 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 Altria, on its own behalf and on behalf of any other Released Party, expressly deny.

4.8 For the avoidance of doubt, nothing in this Settlement Agreement may be taken as or construed to be an admission or concession by any Settling Government Entity Plaintiff that the amounts to be paid under this Settlement Agreement fully compensate any Settling Government Entity Plaintiff for the Alleged Harms.

5. GOVERNMENT ENTITY SETTLEMENT ADMINISTRATION AND LIMITATIONS

5.1 The reasonable costs of the Settlement Program, including the administrative costs of the Government Entity Settlement Administrator incurred in connection with the operation of this Settlement Agreement, will be paid from the Government Entity Qualified Settlement Account.

5.2 Benefits will be provided to Settling Government Entity Plaintiffs pursuant to the procedures contained in the Settlement Program.

5.3 The Settlement Administrator, in consultation with the MDL Co-Lead Counsel and Special Master Perrelli, shall issue a Claims Administration Procedure setting forth details required for orderly and fair claim submissions. MDL Co-Lead Counsel and JCCP Government Entities Leadership will provide guidance and direction and interact with the Settlement Administrator.

6. REPORTING OBLIGATIONS; ACCESS TO DATA

6.1 The Government Entity Settlement Administrator shall report monthly, from inception of the Settlement Program completion of payment to all Settlement Government Entity Plaintiffs, to the Parties (as set forth in a separate administrative agreement with the Government Entity Settlement Administrator) on the status of the Settlement Program. Each monthly report shall include no less than the following: (1) Entity name and principal business address of the Settling Government Entity Plaintiff; (2) the number of Counsel Certification Forms; (3) the number of Plaintiff Fact Sheets; and (4) amount paid to each Settling Government Entity Plaintiff. The Settlement Administrator will also make the Counsel Certification Forms and Plaintiff Fact Sheets available to the Parties through a secure online portal.

6.2 In addition to and without limiting the audit rights described in Section 18, Defense Counsel shall be entitled to review all Counsel Certification Forms (including all exhibits and attachments thereto), Plaintiff Fact Sheets, and all Plaintiff Fact Sheet related materials submitted in connection with the Settlement Program. By participating in the Settlement Program, each Settling Government Entity Plaintiff consents to the disclosure of such Settling Government Entity Plaintiff's documents and information, as described in this Settlement Agreement. The Settlement Administrator will also make the Counsel Certification Forms and Plaintiff Fact Sheets available to Defense Counsel through a secure online portal.

6.3 Defense Counsel shall not have any other right to access that Settling Government Entity Plaintiff's documents and information, except as required by law or ordered by the MDL Court or JCCP Court.

6.4 Nothing in this Settlement Agreement shall limit either Altria's or Defense Counsel's rights or access to any non-Settling Government Entity Plaintiff's documents and information, including any documents or information the non-Settling Government Entity Plaintiffs are required to provide under the Implementation Order, the Non-Settling Cases Order, Case Management Order 17, or any similar orders.

7. DEADLINES

7.1 Unless otherwise ordered by the MDL Court, or agreed by the Parties, the following deadlines shall apply. In the case of a discrepancy between the table below and the text of this Settlement Agreement, the dates in the table below control.

7.2 For the avoidance of doubt, if any deadline would end on a day that is not a Business Day, then the deadline is extended to the first day that is a Business Day.

ACTION	DEADLINE
Parties shall submit the Implementation Order to the MDL Court and the JCCP Court for approval	5 Business Days after Execution Date
Return completed and signed Counsel Certification Form to the Government Entity Settlement Administrator	July 31, 2023
All unfiled Eligible Government Entity Plaintiffs must file their cases, if not already filed	July 31, 2023
Eligible Government Entity Plaintiffs must submit Fact Sheets	August 7, 2023
First Termination Option Deadline	Within 15 days of any MDL Court denial of the Motion for Preliminary Approval of the Class Action Settlement
Government Entity Eligibility Verification	August 9, 2023
Final Government Entity Allocation Completed	August 10, 2023
Government Entity Informed Consent Letter and Release Package to be ready for distribution	August 14, 2023
Government Entity Release Due to Settlement Administrator, to be held in Escrow Pending Receipt of Government Entity Settlement Amount into the Government Entity Settlement Trust	November 30, 2023

Settlement Administrator to provide to Altria and Plaintiffs' Leadership a list of all Eligible Government Entity Plaintiffs who did not submit Releases	December 1, 2023
First date that Altria may exercise Second Termination Option	30 Days after the Class Opt-Out Period Ends
Altria Second Termination Option Deadline	Within the deadline set pursuant to the Opt-Outs And Rights Of Withdrawal Agreement
Payment by Altria to the Government Entity Qualified Settlement Account of the Gross Settlement Amount	Within 60 days of Final Approval
Releases Become Effective	Upon payment of the Government Entity Settlement Amount to the Government Entity Qualified Settlement Account

8. GOVERNMENT ENTITY QUALIFIED SETTLEMENT ACCOUNT

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

8.2 Disbursements from the Government Entity Qualified Settlement Account shall be made in accordance with the Settlement Program in accordance with this Settlement Agreement.

8.3 The Government Entity Qualified Settlement Account shall be held at a federally-insured bank acceptable to the Parties.

8.4 Any interest that accrues on amounts in the Government Entity Qualified Settlement Account shall be deemed to be part of the Government Entity Qualified Settlement Account.

8.5 The Government Entity Settlement Administrator shall provide Altria and Defense Counsel with such information, in writing, regarding allocations of the Government Entity Qualified Settlement Amount among the Eligible Government Entity Plaintiffs, and disbursements to the Settling Government Entity Plaintiffs from the Government Entity Account, on a monthly basis, including without limitation lists of each of the Eligible Government Entity Plaintiffs together with the amounts allocable and/or distributable to each under this Settlement Agreement.

8.6 In no event shall Altria or any other Released Party have any liability to any Government Entity Plaintiff or its counsel regarding the allocation of any Government Entity Settlement Payment, allocation of Attorneys' Fees and Expenses, or timing of payment from the Government Entity Qualified Settlement Account.

9. PARTICIPATION IN THE SETTLEMENT PROGRAM

9.1 No later than November 30, 2023, all Eligible Government Entity Plaintiffs who, upon receipt of the Informed Consent Letter and allocation information chooses to accept its settlement offer through the Settlement Program, must submit a Release. Each Eligible Government Entity Plaintiff that chooses to accept its settlement allocation through the Settlement Program must submit an executed Release in order to receive compensation and otherwise receive the benefits of the Settlement Program.

9.2 No later than December 1, 2023, the Government Entity Settlement Administrator shall provide to Plaintiffs' Leadership and Altria a list of all Eligible Government Entity Plaintiffs who failed to submit a Release. Any Eligible Government Entity Plaintiff who fails to submit the Release by November 30, 2023 must comply with any orders entered in the MDL Court and the JCCP Court, including any discovery orders.

9.3 By submitting a Release, each Eligible Government Entity Plaintiff shall be deemed to have accepted the Eligible Government Entity Plaintiff's settlement allocation and agreed to be bound by all of the terms and conditions in this Settlement Agreement.

9.4 Provided that the payment discussed in Section 3 are made pursuant to the deadlines in this Settlement Agreement, and subject to Paragraph 3.4, no Released Party shall have any liability for any failure of the Government Entity Settlement Administrator to pay an Individual Government Entity Settlement Payment to any Government Entity Plaintiff; or the amount of any Individual Government Entity Settlement Payment.

9.5 The Government Entity Settlement Administrator shall not disburse any Individual Government Entity Settlement Payment to Counsel for a Government Entity Plaintiff until the Releases described in Section 10 have been submitted by the Government Entity Plaintiff and verified by the Government Entity Settlement Administrator.

10. RELEASE OF CLAIMS, DISMISSAL WITH PREJUDICE, EXCLUSIVE REMEDY

10.1 It is expressly understood and agreed that the Parties have entered into this Settlement Agreement in good faith. It is the intent of the Settling Government Entity Plaintiffs, upon the date the Releases become effective pursuant to the terms of this Settlement Agreement and Exhibit 1, and the intent of the Released Parties, that by making this good faith settlement of a disputed matter, the Released Parties shall be relieved from any liability for Released Claims and Liabilities under any theory, whether contribution, indemnification, or other means.

10.2 In exchange for the benefits being made available by this Settlement Agreement, each Settling Government Entity Plaintiff that, upon receipt of the Informed Consent Letter and allocation information chooses to accept its settlement offer through the Settlement Program and otherwise accepts the settlement set forth in this Settlement Agreement (i) shall deliver to the Government Entity Settlement Administrator, for the benefit of Altria and each of the other Released Parties, an executed Release in the form attached as Exhibit 1, which will immediately become effective upon payment of the Government Entity Settlement Amount to the Government Entity Qualified Settlement Account on the Payment Date; and (ii) shall dismiss with prejudice, within thirty (30) days of the Payment Date, provided that the Gross Settlement Amount is paid into the Government Entity Qualified Settlement Account by that date, all claims asserted by the Settling Government Entity Plaintiff against Altria and any other Released Party in their cases, wherever filed, with each Party to bear its own costs, except as otherwise provided herein.

10.3 Upon the effectiveness of the Releases described in Section 10.2, herein, no Released Party shall be subject to liability or expense of any kind to any Settling Government Entity Plaintiff or its respective counsel related to the Released Claims and Liabilities except as provided in this Settlement Agreement.

10.4 Upon the effectiveness of the Releases described in Section 10.2, the Settlement Program shall be the exclusive remedy for the Settling Government Entity Plaintiffs with respect to Released Claims and Liabilities as against any and all Released Parties. No Settling Government Entity Plaintiff shall recover, directly or indirectly, any sums from Altria or any other Released Party for Released Claims and Liabilities other than the consideration received under the terms of this Settlement Agreement. The Settling Government Entity Plaintiffs preserve all rights and remedies that may be available under the other documents contemplated by this Settlement Agreement, and court orders regarding this Settlement Agreement.

10.5 The signatories of this Settlement Agreement on behalf of the Eligible Government Entity Plaintiffs expressly represent and warrant that, subject to the exercise of their independent professional judgment as to the circumstances of individual clients, they will recommend participation in this Settlement Agreement to their Eligible Government Entity clients and will use their commercially reasonable best efforts to timely

submit Releases from all of their clients who elect to enroll. The decision to participate in this Settlement ultimately rests with each Eligible Government Entity Plaintiff.

10.6 Each Settling Government Entity Plaintiff further covenants and agrees that it will not argue, assert, sue, or bring any Claim under any state or federal law to challenge its Release, once effective, described in this Settlement Agreement.

11. NO PUNITIVE DAMAGES

11.1 Plaintiffs' Leadership, Plaintiffs' Counsel, and each Settling Government Entity Plaintiff agree that no payment made in connection with this Settlement Agreement is, or shall be deemed to be, attributable to punitive damages.

12. NO ADMISSION OF LIABILITY

12.1 Neither this Settlement Agreement, nor any exhibit, document, or instrument delivered in connection with this Settlement Agreement, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Settlement Agreement, is intended to or may be construed as or deemed to be evidence of (a) an admission or concession by Altria or any other Released Party of any liability or wrongdoing, or of the truth of any of the Government Entity Plaintiffs' allegations, or (b) an admission or concession by any Government Entity Plaintiff of any lack of merit in those allegations.

12.2 Pursuant to this Settlement Agreement, and pursuant to Federal Rule of Evidence 408, and any other applicable law, rule, or regulation, the fact of entering into or carrying out this Settlement Agreement, and any negotiations and proceedings related hereto, shall not be construed as, offered into evidence as, or deemed to be evidence of, an admission or concession of liability by or against any of the Parties or any other Released Party, or as a waiver of any applicable statute of limitations or repose, and shall not be offered or received into evidence, or considered, in any action or proceeding against any Party in any judicial, quasi-judicial, administrative agency, regulatory or self-regulatory organization, or other tribunal, or proceeding for any purpose whatsoever, other than to enforce the provisions of this Settlement Agreement or the provisions of any related agreement, release, or exhibit hereto. Notwithstanding the foregoing or anything herein to the contrary, the Released Parties may file this Settlement Agreement and use it as evidence in any action that may be brought against them in order to support any defense or counterclaim, including without limitation those based on principles of *res judicata*, collateral estoppel, estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

13. REPRESENTATIONS AND WARRANTIES

13.1 Plaintiffs' Leadership represent and warrant that they each have the authority to enter into this Settlement Agreement. Further, the Settling Government Entity Plaintiffs in their Releases shall affirm that they have not assigned, in whole or in part, any rights or claims against Altria or any other Released Party, and have not assigned, in whole or in part, any of the Released Claims and Liabilities, subject to the exceptions set forth in

the Release. In the event that an assignee or purported assignee attempts to assert a Settling Government Entity Plaintiff's right or Claim against Altria or any other Released Party, Plaintiffs' Leadership and the Settling Government Entity Plaintiff shall cooperate with Altria and any affected Released Party in their response or defense of the asserted right or Claim.

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

13.3 This Settlement Agreement is enforceable against all Parties in accordance with its terms.

14. INDEMNITY AND TAXES

14.1 *Claim-Over.* It is the intent of the Parties that:

14.1.1 Released Parties should not seek contribution or indemnification (other than pursuant to an insurance contract), from other parties for their payment obligations under this Settlement Agreement;

14.1.2 The payment made under this Settlement Agreement shall be the sole payment made by any of the Released Parties to the Settling Government Entity Plaintiffs involving, arising out of, or related to the conduct released herein;

14.1.3 Claims by Settling Government Entity Plaintiffs against non-Parties should not result in additional payments by Released Parties, except where required by contractual indemnification; and

14.1.4 The Settlement Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

14.2 Every Settling Government Entity Plaintiff agrees that, if (a) a Settling Government Entity Plaintiff asserts a Claim relating to the Released Claims and Liabilities against any Person that is not a Released Party (a "**Non-Released Party**") and obtains a resulting judgment (a "**Non-Released Party Judgment**"); and (b) if such Non-Released Party asserts a claim for contribution or indemnity or any similar theory other than contractual indemnification relating to such Non-Released Party's joint liability with such Released Party (a "**Claim- Over**"), then the Settling Government Entity Plaintiff and the Released Party shall take the following steps:

14.2.1 They shall jointly seek a bar order from the MDL Court or such other court as may have jurisdiction reflecting that this settlement is a good faith

settlement and that relevant state laws governing such settlements should be enforced;

14.2.2 Each Settling Government Entity Plaintiff, with respect to any proceeding to which it is a party, shall consent to and join in, and with respect to all other proceedings shall consent to, any motion by Altria or any of the other Released Parties against any Non-Released Party to dismiss any Claim-Over on the grounds that this Settlement Agreement and/or the Settlement moots or otherwise extinguishes any such Claim-Over.

14.2.3 The Parties shall engage a mediator to determine whether some portion of any funds that have been paid as part of the Non-Released Party Judgment should be held in escrow pending resolution of legal issues related to the Claim-Over. In no event shall the escrow funds exceed the lesser of (i) the amount received by the Settling Government Entity Plaintiff under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment.

14.2.1 In the event that the Non-Released Party obtains a judgment against the Released Party for a Claim-Over related to a Non-Released Party Judgment, the settling Government Entity Plaintiff that won the Non-Released Party Judgment shall reduce the unsatisfied amount of the Non-Released Party Judgment by the lesser of (i) the amount received by the Settling Government Entity Plaintiff under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment; provided that the amount of such reduction shall in no event be greater than the then-unsatisfied amount of the Non-Released Party Judgment.

14.3 *Non-Party Settlement.* To the extent that on or after the date of this Settlement Agreement any Settling Government Entity Plaintiff settles any Claims it may have against any Non-Released Party relating to the Released Claims and Liabilities and provides a release to such non-party or non-parties (a “**Non-Party Settlement**”), the Settling Government Entity shall (i) include in the Non-Party Settlement a release from such Non-Released Party in favor of the Released Parties (in a form equivalent to the releases contained herein) of any Claim-Over under which Altria or any other Released Party may be liable to pay any part of such Non-Party Settlement or may otherwise be liable to such Non-Released Party with respect thereto, and/or (ii) a provision substantively identical to Section 14.4 of this Settlement Agreement prohibiting pursuit of a claim for contribution or indemnity or any similar theory other than contractual indemnification relating to such Non-Released Party’s joint liability with such Released Party.

14.4 No Released Party shall seek to recover for amounts paid under this Settlement Agreement based on indemnification, contribution, or any other theory from any other party. For the avoidance of doubt, nothing herein shall prohibit a Released Party from recovering amounts owed pursuant to insurance contracts.

14.5 Each Government Entity Plaintiff that accepts the settlement set forth in this Settlement Agreement will be responsible for any tax consequences arising from, related to, or in any way connected with the relief afforded to it under this Settlement Agreement.

14.6 The Parties agree that the Gross Settlement Amount constitutes restitution or remediation within the meaning of 26 U.S.C. § 162(f)(2)(A).

15. CONTINUING JURISDICTION

15.1 The MDL Court shall retain jurisdiction over MDL No. 2913, the Government Entity Settlement Administrator, the Government Entity Qualified Settlement Account, this Settlement Agreement, and the Parties for the purpose of administering, supervising, construing and enforcing this Settlement Agreement.

15.2 The Parties further agree that (i) the MDL Court shall retain jurisdiction over any Government Entity Plaintiff with a case in MDL No. 2913 that was eligible to participate in this Settlement Agreement, but elected not to participate, until such time, if ever, that the MDL Court determines that remand to the home jurisdiction for trial is appropriate after full fact and expert discovery has occurred in the MDL Court; and (ii) the JCCP Court shall retain jurisdiction over any Government Entity Plaintiff with a case in JCCP No. 5052 that was eligible to participate in this Settlement Agreement, but elected not to participate, subject to any right of removal that may exist and/or any exercise of that right.

16. SUBMISSION TO AUTHORITY OF MDL COURT AND JCCP COURT

16.1 Each Party and each Settling Government Entity Plaintiff and its Counsel, agrees that authority over the process contemplated by the Settlement Program, including any Claims submitted under the Settlement Program, resides with those Persons appointed pursuant to this Settlement Agreement to exercise that authority, as such authority is specified in this Settlement Agreement.

16.2 By submitting a Release and settling its claims through the Settlement Program, each Settling Government Entity Plaintiff consents to personal jurisdiction and venue in the MDL Court and, to the extent the MDL Court lacks subject-matter jurisdiction, the JCCP Court.

16.3 Except as specifically provided in this Settlement Agreement, any dispute that arises under or otherwise in connection with (i) this Settlement Agreement, (ii) any Release, (iii) the Settlement Program, and/or (iv) any other administrative agreement under which disputes are agreed to be handled in the manner set forth in this Section 16, shall be submitted to the MDL Court or, to the extent the MDL Court lacks subject-matter jurisdiction, the JCCP Court.

16.4 Nothing in this Section alters or amends the provisions in MDL Case Management Order Nos. 5 and 5(a), and all amendments thereto, with respect to MDL jurisdiction over common benefit fees and costs, nor the parallel provisions of JCCP Case Management Order Nos. 5 and 8. It is recognized that MDL and JCCP leadership may seek

amendment of common benefit orders to alter the apportionment between fees and costs or to increase the total assessment.

17. FEES AND EXPENSES OF COUNSEL

17.1 Neither Altria nor any other Released Party shall have any responsibility whatsoever for the payment of Attorneys' Fees and Expenses.

17.2 Nothing in this Settlement Agreement shall be read to prohibit or impair the payment of Attorneys' Fees and Expenses by Settling Government Entity Plaintiffs out of the settlement proceeds.

17.3 The Government Entity Settlement Administrator shall deduct common benefit funds from each allocation from the Government Entity Qualified Settlement Account made to a Settling Government Entity Plaintiff. The Government Entity Settlement Administrator shall place those funds into separate sub-accounts created and held by the Settlement Account, pursuant to MDL Case Management Order Nos. 5 and 5(a) and the parallel JCCP Case Management Orders, including all amendments thereto.

17.4 Counsel with a basis to seek the payment of Government Entity Plaintiffs' Attorneys' Fees and Expenses from the common benefit fund may apply to the MDL Court or the JCCP Court for an award of Government Entity Plaintiffs' Attorney's Fees and Expenses pursuant to MDL Case Management Order Nos. 5 and 5(a) and the parallel JCCP Case Management Orders, including all amendments thereto.

17.5 Any Government Entity Plaintiffs' Attorneys' Fees and Expenses incurred and awarded by the MDL Court or the JCCP Court pursuant to Section 17.3 shall be paid from deductions made pursuant to Section 17.2 and paid into the relevant sub-account from the Government Entity Qualified Settlement Account and shall not increase the aggregate amount of consideration to be paid by Altria, which is the amount specified pursuant to Section 3 hereof. Payment into the Government Entity Qualified Settlement Account shall satisfy any obligations upon Altria related to any common benefit order, including any holdback obligations pursuant to Case Management Order No. 5, Case Management Order No. 5(a) and the parallel JCCP orders (and all amendments thereto).

17.6 Upon Altria's request, and with Plaintiffs' Leadership's contemporaneous consent, the Government Entity Settlement Administrator shall provide Altria with such information, in writing, regarding amounts allocated to common benefit funds under this Section 17, and any Attorneys' Fees and Expenses that are paid from the Government Entity Settlement Account, as Altria may request from time to time.

18. QUALITY CONTROL AND AUDIT PROCEDURES

18.1 Each Party shall have the absolute right and discretion at any time or from time to time, but at its expense, to itself conduct, or have conducted by an independent auditor, audits to verify one or more Claims submitted under the Settlement Program or any aspect thereof.

18.2 Each of the Parties and their respective representatives (including any auditing firm(s) that a Party may retain) shall, in connection with any exercise by it of any of its rights under this Section, at its request and expense, and at any time or from time to time, be afforded complete access to and permitted to inspect Counsel Certification Forms, Plaintiff Fact Sheets, and all related materials of each Government Entity Plaintiff submitted in connection with the Settlement Program. The Government Entity Settlement Administrator shall fully cooperate with any such audit. Additional materials related to the Government Entity Plaintiffs in connection with the Settlement Program may be made available to Altria or its representatives with Plaintiff's Leadership's consent.

18.3 Each Party shall notify the other, and the Government Entity Settlement Administrator, of any audit that it is conducting or having conducted pursuant to this Section 18 and which Claims (if any in particular) are to be audited.

18.4 If following completion of its audit of a Claim, a Party is of the view that any indicia of deception, dishonesty or fraud relating to any Claim or in any way to the Settlement Program exist, that Party may bring such matter to the attention of the Government Entity Settlement Administrator for possible action and/or may seek intervention of the MDL Court or the JCCP Court, if the MDL Court lacks subject-matter jurisdiction.

18.5 Plaintiffs' Leadership, Altria, and the Government Entity Settlement Administrator each shall have the right to petition the MDL Court (or, if the MDL Court does not have jurisdiction over the relevant parties, the JCCP Court) for appropriate review and relief in the event of the detection of any indicia of deception, dishonesty or fraud relating to any Claim or in any way to the Settlement Program.

19. LIENS

19.1 Each Government Entity Plaintiff shall, before receiving any settlement proceeds under this Settlement Agreement, certify that no individual or entity holds any Lien with respect to any payments from the Government Entity Qualified Settlement Account (and/or the right to receive such payments).

19.2 In any event and any term of this Settlement Agreement to the contrary notwithstanding, satisfaction and discharge of any and all Liens, whether past, present or future, whether known or unknown or asserted or unasserted, with respect to any Settlement Payment (and/or the right to receive any Settlement Payment) are the sole responsibility of each Government Entity Plaintiff. In relation to any particular Government Entity Plaintiff, satisfaction and discharge of any and all Liens must be established to the satisfaction of the Government Entity Settlement Administrator before any Settlement Payment can be disbursed to such Government Entity Plaintiff.

20. TERMINATION

20.1 In the event the MDL Court does not enter a Preliminary Approval Order in the Class Action Settlement, then any Party may terminate this Settlement Agreement within 15 days of the MDL Court's denial of Motion for Preliminary Approval Order

(“**Altria First Termination Option Deadline**”). If a Party terminates this Settlement Agreement, the terms and provisions of this Settlement Agreement will have no further force or effect with respect to the Parties and will not be used in this litigation or in any other proceeding for any purpose, and any order entered by the MDL Court or the JCCP Court in accordance with the terms of this Settlement Agreement will be treated as vacated, *nunc pro tunc*.

20.2 In the event that either the MDL Court or the JCCP Court do not approve and enter the Non-Settling Cases Order, Altria shall have the right in its sole discretion to withdraw from and terminate this Settlement Agreement.

20.3 In the event that the Class Settlement Agreement is not approved, does not reach Final Approval, or that its approval is conditioned on any material modifications that are not acceptable to the parties to the Class Settlement Agreement, Altria shall have the absolute and unconditional option and right to unilaterally terminate and render void the Class Settlement Agreement, Personal Injury Settlement Agreement, and/or the Government Entity Settlement Agreement.

20.4 This Settlement Agreement may be terminated pursuant to the Opt-Outs And Rights Of Withdrawal Agreement, and shall be governed by the deadlines set forth therein (“**Altria Second Termination Option Deadline**”). In no event shall the Altria Second Termination Option Deadline close until thirty (30) days after the Settlement Administrator provides the information required in Section 9.2.

20.5 If this Settlement Agreement is terminated for any reason, the status of the Claims or causes of action filed by Government Entity Plaintiffs in MDL No. 2913 and JCCP No. 5052 shall revert to as they were on the Business Day prior to the execution of this Settlement Agreement, without prejudice to any of the positions of the Parties. In such event, the terms and provisions of this Settlement Agreement will have no further force or effect with respect to the Parties and will not be used in this litigation or in any other proceeding for any purpose.

21. THIRD-PARTY BENEFICIARIES; ASSIGNMENT

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

21.2 Other than Section 21.1, no provision of this Settlement Agreement or any Exhibit thereto is intended to create any third-party beneficiary to this Settlement Agreement.

21.3 This Settlement Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. No right to receive a payment from the Government Entity Qualified Settlement Account may be assigned by any Government Entity Plaintiff and/or its Counsel without

the prior written consent of Altria, except as set forth in the Release. Any assignment in violation of this Section shall be null and void.

22. AMENDMENT; NO IMPLIED WAIVER

22.1 This Settlement Agreement may be amended by (and only by) an instrument signed by Altria, on the one hand, and Plaintiffs' Leadership, on the other hand.

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

23. OTHER OBLIGATIONS; MISCELLANEOUS

23.1 Neither this Settlement Agreement nor the settlement set forth within it, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the settlement set forth within it, nor any negotiations leading to this Settlement Agreement, is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claims and Liabilities, or of any fault, omission, fact, wrongdoing or liability of Altria or other Released Party in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

23.2 All agreements made and orders entered in connection with MDL No. 2913 and/or JCCP No. 5052 relating to the confidentiality of information survive this Settlement Agreement.

23.3 All of the Exhibits and Appendices to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

23.4 This Settlement Agreements, including attached Exhibits and any Release executed in connection with the Settlement Agreements, supersede any previous agreements and understanding among the Parties with respect to the subject matter of the Settlement Agreements and the settlements set forth within them, including the Parties' Settlement Term Sheet signed May 10, 2023.

23.5 Any notice, request, instruction, reporting called for under this Settlement Agreement, or other document to be given by any Party to this Settlement Agreement or by the Government Entity Settlement Administrator, to any other Party to this Settlement Agreement shall be in writing and delivered by an overnight delivery service, with a courtesy copy via electronic mail to:

If to Government Entity Plaintiffs:

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

Dena Sharp
GIRARD SHARP LLP
601 California St., Suite 1400
San Francisco, CA 94108
(415) 981-4800

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

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

John Fiske
BARON & BUDD, P.C.
11440 West Bernardo Court, Suite 265
San Diego, CA 92127
(858) 225-7200

Rahul Ravipudi
PANISH SHEA BOYLE RAVIPUDI LLP
11111 Santa Monica Blvd #700,
Los Angeles, CA 90025
(310) 928-6200

If to Altria:

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

-and-

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

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

23.7 Except as provided in Section 24.2, the provisions of this Settlement Agreement are not severable.

24. WAIVER OF INCONSISTENT PROVISIONS OF LAW

24.1 To the fullest extent permitted by applicable law, each Party and each Settling Government Entity Plaintiff waives any provision of law (including the common law), which renders any provision of this Settlement Agreement invalid, illegal or unenforceable in any respect.

24.2 Any provision of this Settlement Agreement which is prohibited or unenforceable to any extent or in any particular context shall be ineffective, but such ineffectiveness shall be limited as follows: (i) if such provision is prohibited or unenforceable only in or as it relates to a particular jurisdiction, such provision shall be ineffective only in or as it relates to (as the case maybe) such jurisdiction and only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability in or as it relates to (as the case may be) such jurisdiction shall not otherwise invalidate or render unenforceable such provision (in such or any other jurisdiction); (ii) if (without limitation of, and after giving effect to, clause (i)) such provision is prohibited or unenforceable only in a particular context (including only as to a particular Person or Persons or under any particular circumstance or circumstances), such provision shall be ineffective, but only in such particular context; and (iii) without limitation of clauses (i) or (ii), such ineffectiveness shall not invalidate any other provision of this Settlement Agreement. Without limitation of the preceding sentence, it is further the desire, and intent and agreement, of the Parties that if the MDL Court determines that any provision of this Settlement Agreement is prohibited or unenforceable to any extent or in any particular context but in some modified form would be enforceable, the MDL Court shall have the power to, and shall, (x) modify such provision for purposes of such proceeding in accordance with clauses (i), (ii) and (iii) of the preceding sentence and otherwise to the

minimum extent necessary so that such provision, as so modified, may then be enforced in such proceeding, and (y) enforce such provision, as so modified pursuant to clause (x), in such proceeding. In any event, upon any such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Settlement Agreement so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by applicable law. Nothing in this Section 24.2 is intended to, or shall, limit (1) Section 24.1 or (2) the intended effect of Section 24.3 (Governing Law).

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

25. MISCELLANEOUS PROVISIONS

25.1 The Parties, through their counsel, have negotiated all of the terms and conditions of this Settlement Agreement at arms' length, and have participated in or had the opportunity to participate in the drafting of this Settlement Agreement and related documents. Neither Party shall be considered the sole drafter of this Settlement Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement. This Settlement Agreement shall be deemed to have been mutually prepared by the Parties and shall not be construed against either of them by reason of authorship.

25.2 No waiver, modification, or amendment shall be deemed to result from the conduct of the Parties, nor shall a waiver of any one default, obligation, or payment be construed as a waiver of the right to demand strict performance in the future.

25.3 Except as otherwise expressly provided herein, this Settlement Agreement may not be rescinded, cancelled, terminated, supplemented, amended, or modified in any manner whatsoever without the prior written consent of the Parties hereto. This Settlement Agreement may not be altered, modified, or changed in any way except by a writing signed by Plaintiffs' Leadership and Altria and expressly referencing this Settlement Agreement.

25.4 It is understood and agreed by the Parties to this Settlement Agreement that the terms of this Settlement Agreement are contractual and not mere recitals.

25.5 The captions or titles of the sections, paragraphs or subparagraphs in this Settlement Agreement are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions of the document.

25.6 All the exhibits and appendices to this Settlement Agreement are incorporated herein by reference as if set forth herein verbatim, and the terms of all exhibits and appendices to are expressly made part of this Settlement Agreement.

25.7 In this Settlement Agreement, unless the context requires otherwise, (a) references to this Settlement Agreement shall include all exhibits, appendices, schedules,

and annexes hereto or referenced herein; (b) references to any law shall include all rules and regulations promulgated thereunder; and (c) references to dollars or “\$” are to United States dollars.

25.8 References to a Section also includes any other sections or subparts within that Section, *e.g.*, a reference to Section 16, includes Sections 16.1, 16.2 and 16.3. References to a subpart of a Section only includes that subpart, *e.g.*, a reference to Section 16.1 does not include Sections 16.2 or 16.3. The definitions contained in this Settlement Agreement or any Exhibit or Appendix hereto are applicable to the singular as well as the plural forms of such terms. The definitions contained in this Settlement Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms. Words of any gender (masculine, feminine, otherwise) mean and include correlative words of the other genders.

25.9 All representations, warranties, and covenants set forth in this Settlement Agreement shall be deemed continuing and shall survive the date of this Settlement Agreement, or termination or expiration of this Settlement Agreement.

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

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

25.12 This Settlement Agreement and any amendments thereto, to the extent signed and delivered electronically or by facsimile shall be treated in all manner and respects as an original Settlement Agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof, delivered in person. Any Release, to the extent signed and delivered electronically or by facsimile, shall be treated in all manner and respects as an original agreement, and shall be considered to have the same binding legal effect as if it were the original signed version thereof, delivered in person, upon delivery by the Government Entity Settlement Administrator to Altria in accordance with the terms of this Settlement Agreement.

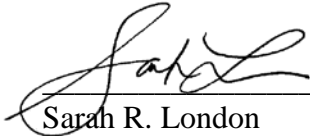
25.13 The Government Entity Settlement Administrator shall not modify and/or supplement the Release without obtaining Altria’s written consent, as well as the consent of Plaintiffs’ Counsel. In no event shall the Settlement Program make any change to any Release that would materially alter the substance of such Release.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement.

[Signatures on following pages; remainder of this page intentionally left blank]

ALTRIA GOVERNMENT ENTITY SETTLEMENT AGREEMENT
SIGNATURE PAGES

PLAINTIFFS' COUNSEL:



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

Dena C. Sharp
MDL Plaintiffs' Co-Lead Counsel

Ellen Relkin
MDL Plaintiffs' Co-Lead Counsel

Dean N. Kawamoto
MDL Plaintiffs' Co-Lead Counsel

Thomas P. Cartmell
MDL Government Entity Liaison Counsel

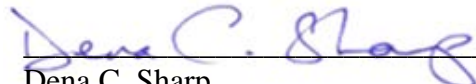
Rahul Ravipudi
JCCP Public Entity Plaintiffs Co-Lead Counsel

John Fiske
JCCP Public Entity Plaintiffs Co-Lead Counsel

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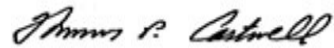
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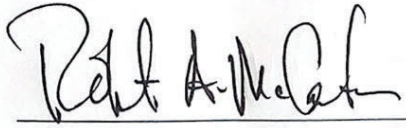
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MDL Government Entity Liaison Counsel

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JCCP Public Entity Plaintiffs Co-Lead Counsel



John Fiske
JCCP Public Entity Plaintiffs Co-Lead Counsel

ALTRIA'S COUNSEL

A handwritten signature in black ink, appearing to read "Robert A. McCarter". The signature is written in a cursive style with a large initial "R".

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

EXHIBIT 1

GOVERNMENT ENTITY RELEASE OF ALL CLAIMS

_____, the undersigned Releasor (the “Releasor”), is a plaintiff in the Juul Labs Inc. (“JLI”), Marketing, Sales Practices, and Products Liability Litigation. Releasor has received the disclosure documents regarding the allocation of the Government Entity Settlement Payments including its own expected settlement offer amount and has chosen to participate in the Government Entity Settlement Program¹ set forth in the Government Entity Settlement Agreement dated as of July 26, 2023. Releasor understands that the terms of the Government Entity Settlement Agreement and this Release govern the resolution of Releasor’s claim. Releasor understands and agrees that this Release shall become effective concurrent with Altria’s payment of the Government Entity Settlement Amount described in the Settlement Agreement. Once effective, this Release shall release any and all Claims Releasor and the other Releasing Parties have, or may have in the future, against the Released Parties concerning and/or connected with JUUL Products and/or with any injury Releasor has ever claimed, or may at any time in the future claim, the Released Parties caused in whole or in part, directly or indirectly, concerning and/or connected with JUUL Products, and/or the Released Claims and Liabilities.

Accordingly, in consideration for the Released Parties’ agreement to establish the Government Entity Settlement Program, the significant expenses being incurred by Altria in connection with the Government Entity Settlement Program, and the compensatory restitution or remediation amounts to be received for the Releasor’s claim in connection with the Government Entity Settlement, Releasor hereby gives and makes the following Release. By signing this Release, Releasor understands and acknowledges that although Releasor has received the disclosure documents regarding the allocation of the Government Entity Settlement Amount, including its own expected settlement amount, there is no assurance as to the precise amount of the payment to be made to any claimant under the Government Entity Settlement, and this fact shall in no way affect the validity or effect of this Release.

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

1. “**Altria**” means Altria Group, Inc., Philip Morris USA, Inc., Altria Client Services LLC, Altria Enterprises, LLC, and Altria Group Distribution Company.
2. “**Claims**” means any and all rights, remedies, actions, proceeding under any Law, claims, demands, causes of action, suits at law or in equity, verdicts, enforcement actions, suits of judgments and/or Liens, past, present, and future (including each and every element, component, or enhancement of any of the foregoing), and any fraudulent transfer, conveyance, and related types of claims, of any kind whatsoever.

¹ Capitalized terms are either (i) defined below, or (ii) in the Settlement Agreement. Capitalized terms that are used but not otherwise defined herein shall have the meanings given such terms in the Settlement Agreement.

3. “**Individual Government Entity Settlement Payment**” means any payment made to a Releasing Party.
4. “**Law**” means a law, statute, ordinance, rule, regulation, case, or other legal provision or authority.
5. “**Liabilities**” means any and all damages, civil fines, penalties, monetary impositions of any nature, expenses, injunctive relief, debts, liabilities, obligations, covenants, promises, contracts, agreements and/or obligations, of any kind whatsoever, past, present, and future (including each and every element, component, or enhancement of any of the foregoing).
6. “**Lien**” means any lien, pledge, charge, security interest, assignment, encumbrance, subrogation right, third-party interest, or other adverse claim of any nature whatsoever against Releasor’s Individual Government Entity Settlement Payment.
7. “**Non-Released Party**” or “**Non-Released Parties**” means Juul Labs, Inc. and any past, present, and future parents, subsidiaries, and affiliates and any Person who is not Altria or a Released Party, including but not limited to other e-cigarette manufacturers, or any other vaping or e-cigarette company, or any of their respective past, present, or future parents, subsidiaries, and affiliates. Nothing in the Settlement Agreement or in any Release is intended to, or does, constitute a release of a Non-Released Party. For the avoidance of doubt, and by way of illustration only, if a Non-Released Party acquires a Released Party, then the Non-Released Party shall acquire the rights and obligations of that Released Party under this Release with respect to Released Conduct without enhancement or limitation.
8. “**Release**” means releases, waivers, acknowledgements, and agreements for the benefit of the Released Parties.
9. “**Released Claims and Liabilities**” means, collectively, (i) Claims that any Releasing Party may have ever had, may now have, or at any time hereafter may have against any Released Party based on, arising out of, or in any way related to the design, marketing, distribution, and sale of JUUL products, Altria’s investment in JLI, Altria’s interactions with JLI or any JLI Related Persons, and any and all of the conduct, events, and transactions relating to the design, marketing, distribution and sale of JUUL products actually alleged or which could have been alleged in the lawsuits against Altria and (ii) Liabilities that any Released Party may have ever had, may now have, or at any time hereafter may have to any Releasing Party based on, arising out of, or in any way related to the design, marketing, distribution, and sale of JUUL products, Altria’s investment in JLI, Altria’s interactions with JLI or any JLI Related Persons, and any and all of the conduct, events, and transactions relating to the design, marketing, distribution and sale of JUUL products actually alleged or which could have been alleged in the lawsuits against Altria, in the case of clause (i) and clause (ii), to any extent, or in any way, arising out of, relating to, resulting from and/or connected with any conduct a Released Party engaged in on or before the date on which this Release takes effect. For the

avoidance of doubt, Released Claims and Liabilities does not include claims against Non-Released Parties.

10. “**Released Parties**” means Altria; each and all of its predecessors, successors, and assigns; each and all of its past, present, and future direct or indirect subsidiaries, affiliates, joint ventures, partnerships, and related companies and each and all of their past, present and future principals, partners, officers, managers, directors, supervisors, employees, stockholders, advisors, agents, representatives, administrators, advertisers, distributors, attorneys, and members, and insurers.
11. “**Releasing Parties**” means (i) Releasor and (ii) any and all Persons and/or entities within the Releasor’s authority to release Claims and/or Liabilities, whether their right to sue is independent, derivative, or otherwise.
12. “**Settlement Agreement**” means the Government Entity Settlement Agreement dated as of July 26, 2023.
13. “**Settlement Program**” means the Government Entity Settlement Program set forth in the Government Entity Settlement Agreement.

Releases: Except as set forth in the section “Pursuit of Certain Claims” below, on its own behalf and on behalf of each other Releasing Party, Releasor hereby knowingly and voluntarily releases, relinquishes, and forever discharges the Released Parties from the Released Claims and Liabilities. Further, on its own behalf and on behalf of each other Releasing Party, Releasor hereby releases Released Parties from responsibility or liability for any individual settlement amount allocation, or division, or payment of any individual settlement amount in the Government Entity Settlement Agreement or Government Entity Settlement Program. Provided that nothing in this release eliminates or impairs the obligations of the Released Parties to fund the Government Entity Settlement Program under the Government Entity Settlement Agreement.

Releasor acknowledges that it may in the future learn of additional and/or different facts as they relate to JUUL Products, the Released Parties’ activities as they relate to JUUL Products, and/or any injury Releasor has ever claimed, or may at any time in the future claim, JUUL Products caused in whole or in part. Releasor understands and acknowledges the significance and consequences of releasing all of the Released Claims and Liabilities and hereby assumes full risk and responsibility for any and all such additional and/or different facts and any and all Released Claims and Liabilities that Releasor may hereinafter incur or discover. To the extent that any Law may at any time purport to preserve Releasor’s and/or any other Releasing Party’s right to hereinafter assert any such unknown and/or unanticipated Claims and/or Liabilities, Releasor hereby specifically and expressly waives (to the fullest extent permitted by applicable Law) each Releasing Party’s rights under such Law. Releasor further acknowledges having had an opportunity to obtain advice of counsel of its choosing regarding this waiver, and having discussed it with such counsel to its satisfaction.

On its own behalf and on behalf of each other Releasing Party, Releasor acknowledges and agrees that the releases set forth in this Release are irrevocable and unconditional, inure to the benefit of each Released Party, and are intended to be as broad as can possibly be created.

WITHOUT LIMITATION OF THE FOREGOING, THIS RELEASE IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED, CHARGED, OR PROVED THAT SOME OR ALL OF THE RELEASED CLAIMS AND LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF LAW, DEFECTIVE PRODUCT, MALICE, AND/OR CONDUCT OF ANY TYPE BY ALTRIA, ANY OF THE OTHER RELEASED PARTIES, ANY RELEASING PARTY AND/OR ANY OTHER PERSON. THIS RELEASE IS SPECIFICALLY INTENDED TO AND DOES INCLUDE, BUT IS NOT LIMITED TO, A RELEASE OF, AND COVENANT NOT TO SUE FOR, ANY LATENT, FUTURE, OR WRONGFUL DEATH CLAIM THAT MAY BE BROUGHT AT ANY TIME OR ON BEHALF OF ANY OF THE RELEASING PARTIES IN CONNECTION WITH ANY OF THE FACTS, EVENTS AND/OR INCIDENTS THAT GAVE RISE TO ANY OF THE RELEASED CLAIMS AND LIABILITIES.

Waiver of Civil Code Section 1542: Releasor, along with each of its personal representatives, officers, employees, attorneys, administrators and assigns, expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code Section 1542, or any other similar provision under federal or state law, which provides:

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

Releasor acknowledges that it may have sustained damages, losses, fees, costs or expenses that are presently unknown and unsuspected, and that such damages, losses, fees, costs or expenses might give rise to claims in the future. Nevertheless, Releasor acknowledges that this Release has been negotiated and agreed upon in light of such possible damages, losses, fees, costs or expenses, and it acknowledges and waives such claims.

Characterization of Settlement Payments: Releasor sought compensatory restitution and remediation amounts (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as set forth in its complaint, Plaintiff Fact Sheet, and any subsequent pleadings, as alleged damages for 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**”), and the amounts to be paid to Releasor under the Settlement Agreement are for such compensatory restitution or remediation and are no greater than the Alleged Harms suffered by the Releasor. The amounts paid to Releasor are being paid as compensatory restitution to restore, in whole or in part, Releasor to the same condition or position it would have been in had it not suffered such Alleged Harms. No amount paid to Releasor represents reimbursement to Releasor for the costs of any investigation or litigation and no portion of any amount paid to Releasor under this Settlement Agreement is in lieu of any fine or penalty,**

and no such amounts are properly characterized as disgorgement or the payment of statutory or other fines, penalties, punitive damages, other punitive assessments (including treble damages).

Attorneys' Fees; Division of Any Individual Government Entity Settlement Payment:

Releasor understands that the Released Parties are not responsible for any attorneys' fees or costs Releasor has incurred or may at any time incur, including, but not limited to, entering into this Release and any other documents. Nothing in this Release shall be read to prohibit or impair the payment of Attorneys' Fees and Expenses by Releasor out of the settlement proceeds. Releasor understands that, with respect to Individual Government Entity Settlement Payment, any dispute regarding the division of such gross Individual Government Entity Settlement Payment between it and its counsel (if any) shall in no way affect the validity of this Release.

Pursuit of Certain Claims: Releasor agrees that it will never (i) take any legal or other action to initiate, pursue or maintain, or otherwise attempt to execute upon, collect or otherwise enforce, any of the Released Claims and Liabilities of or against any Released Party; (ii) institute or participate in any new legal action (excluding criminal prosecutions) against any Released Party to any extent, or in any way, arising out of, relating to, resulting from and/or connected to any of the Released Claims and Liabilities; (iii) attempt to execute or collect on, or otherwise enforce, any judgment that may be entered against any Released Party in any legal action described in clause (ii) or its pending legal action against Altria; or (iv) take any legal or other action against any Released Party concerning the administration, settlement allocation, individual settlement amount, or any other aspect of the Government Entity Settlement Program.

Liens and Other Third-Party Payor Claims: Releasor agrees that prior to the first time, if any, that a Settlement Payment is made to it, Releasor shall identify to the Government Entity Settlement Administrator for the Government Entity Settlement all Persons and entities known to it to hold or assert any Lien with respect to any Settlement Payment (and/or the right to receive such Settlement Payment) payable to it, through procedures and protocols to be established by the Government Entity Settlement Administrator for the Government Entity Settlement.

Releasor understands and acknowledges that satisfaction and discharge of any and all Liens with respect to any Settlement Payment (and/or the right to receive any Settlement Payment) is its sole responsibility, to be established to the satisfaction of the Government Entity Settlement Administrator before any Settlement Payment (if any) can be disbursed to Releasor.

Prior to the first time, if any, that an Individual Government Entity Settlement Payment is made to it, Releasor shall represent and warrant that any and all Liens with respect to any and all Settlement Payments (and/or the right to receive any and all Settlement Payments) have been satisfied and discharged. Furthermore, upon request to the Government Entity Settlement Administrator, Altria shall be entitled to proof of satisfaction and discharge of any or all such Liens. Documentation of a holdback amount determined by the Government Entity Settlement Administrator shall count as sufficient proof for the release of funds to the Government Entity.

No Released Party shall seek to recover for amounts paid under this Settlement Agreement based on indemnification, contribution, or any other theory from any other party. For the avoidance of doubt, nothing herein shall prohibit a Released Party from recovering amounts owed pursuant to insurance contracts.

Releasor, by accepting the settlement set forth in the Settlement Agreement, accepts that it is responsible for any tax consequences arising from, related to, or in any way connected with the relief afforded to it under this Settlement Agreement.

Claim-Over: Releasor agrees if (a) a Settling Government Entity Plaintiff asserts a Claim relating to the Released Claims and Liabilities against any Person that is not a Released Party and obtains a resulting judgment (a “**Non-Released Party Judgment**”); and (b) if such non-released party asserts a claim for contribution or indemnity or any similar theory other than contractual indemnification relating to such non-released party’s joint liability with such Released Party (a “**Claim-Over**”), then the Settling Government Entity Plaintiff and the Released Party shall take the following steps:

1. Releasor shall jointly seek a bar order from the MDL Court or such other court as may have jurisdiction reflecting that this settlement is a good faith settlement and that relevant state laws governing such settlements should be enforced;
2. Releasor, with respect to any proceeding to which it is a party, shall consent to and join in, and with respect to all other proceedings shall consent to, any motion by JLI or any of the other Released Parties against any non-released party to dismiss any Claim-Over on the grounds that this Agreement and/or the Settlement moots or otherwise extinguishes any such Claim-Over;
3. Releasor, jointly with JLI, shall engage a mediator to determine whether some portion of any funds that have been paid as part of the Non-Released Party Judgment should be held in escrow pending resolution of legal issues related to the Claim-Over. In no event shall the escrow funds exceed the lesser of (i) the amount received by Releasor under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment.
4. In the event that the non-released party obtains a judgment against the Releasing Party for a Claim-Over related to a Non-Released Party Judgment, the settling Government Entity Plaintiff that won the Non-Released Party Judgment shall reduce the unsatisfied amount of the Non-Released Party Judgment by the lesser of (i) the amount received by Releasor under the Settlement Agreement, or (ii) the amount of the Claim-Over Judgment; provided that the amount of such reduction shall in no event be greater than the then-unsatisfied amount of the Non-Released Party Judgment.

Non-Party Settlement: To the extent that on or after the date of this Settlement Agreement Releasor settles any Claims it may have against any Non-Released Party relating to the Released Claims and Liabilities and provides a release to such non-party or non-parties (a “**Non-Party Settlement**”), Releasor shall (i) include in the Non-Party Settlement a release from such Non-Released Party in favor of the Released Parties (in a form equivalent to the releases contained herein) of any Claim-Over under which JLI or any other Released Party may be liable to pay any part of such Non-Party Settlement or may otherwise be liable to such Non-Released Party with respect thereto, and/or (ii) a provision substantively identical to Section 14.4 of the Government Entity Settlement Agreement prohibiting pursuit of a claim for contribution or indemnity or any

similar theory other than contractual indemnification relating to such Non-Released Party's joint liability with such Released Party.

ACKNOWLEDGEMENT OF COMPREHENSION: RELEASOR IS ENTERING INTO THIS RELEASE FREELY AND VOLUNTARILY, WITHOUT BEING INDUCED, PRESSURED OR INFLUENCED BY, AND WITHOUT RELYING ON ANY REPRESENTATION OR OTHER STATEMENT MADE BY OR ON BEHALF OF, ALTRIA OR ANY OTHER PERSON. RELEASOR UNDERSTANDS AND ACKNOWLEDGES THE NATURE, VALUE AND SUFFICIENCY OF THE CONSIDERATION DESCRIBED IN THE SECOND PARAGRAPH IN THIS RELEASE. RELEASOR ACKNOWLEDGES THAT IT HAS READ THIS RELEASE AND THE GOVERNMENT ENTITY SETTLEMENT AGREEMENT, AND RELEASOR HAS HAD AN OPPORTUNITY TO OBTAIN ADVICE FROM, AND ASK QUESTIONS OF, COUNSEL OF ITS CHOOSING REGARDING THE TERMS AND LEGAL EFFECT OF THESE DOCUMENTS AND ITS DECISION TO PARTICIPATE IN THE GOVERNMENT ENTITY SETTLEMENT PROGRAM. RELEASOR FURTHER ACKNOWLEDGES THAT IT HAS DISCUSSED ALL THESE MATTERS WITH THE COUNSEL TO IT EXECUTING A "CERTIFICATION OF COUNSEL" ATTACHED TO THIS RELEASE, AND SUCH COUNSEL HAS ANSWERED ALL ITS QUESTIONS TO ITS SATISFACTION. RELEASOR FURTHER ACKNOWLEDGES THAT IT UNDERSTANDS THIS RELEASE AND AGREEMENT AND THAT ALTHOUGH IT HAS RECEIVED DISCLOSURE DOCUMENTS REGARDING THE ALLOCATION OF THE GOVERNMENT ENTITY FUND AND ITS EXPECTED SETTLEMENT AMOUNT THERE IS NO GUARANTEE OF THE PRECISE AMOUNT OF THE SETTLEMENT PAYMENT THAT IT WILL RECEIVE THROUGH THE SETTLEMENT PROGRAM.

Waiver of Certain Provisions Regarding Timing of Any Payments. If Releasor has any civil action pending in any jurisdiction that has enacted, promulgated, or otherwise adopted any Law containing provisions that establish specific time periods within which settlement funds, if any, must be paid to it in connection with the settlement of such civil action and/or impose sanctions, penalties or other similar obligations against the paying party if the settlement funds are not paid within such time periods and/or invalidate or otherwise affect the terms of the settlement of such civil action, Releasor hereby (i) specifically and expressly waives (to the fullest extent permitted by applicable Law) its rights under any such provisions and (ii) agrees that payment of any Settlement Payment shall be made solely in accordance with the terms and conditions of the Government Entity Settlement Program.

No Admission of Fault: Releasor understands and agrees that Altria has entered into this Release and the Government Entity Settlement Agreement solely by way of compromise and settlement. These documents are not and shall not be construed at any time to be, an admission or concession by Altria or any other Released Party of any liability or wrongdoing, or of the truth of any of the Government Entity Plaintiffs' allegations.

Representations and Warranties: Releasor hereby represents and warrants that Releasor has full power, authority and capacity to enter into this Release, which is enforceable in accordance with its terms. Except as set forth in the section "Attorneys' Fees; Division of Any Individual

Government Entity Settlement Payment” above, Releasor affirms that it has the sole right to receive any and all Individual Government Entity Plaintiff Settlement Payments with respect to Releasor’s claim under the Settlement Program. Neither Releasor nor any other Releasing Party has sold, assigned, transferred or otherwise disposed of, or pledged or otherwise encumbered, any of the Released Claims and Liabilities in whole or in part.

GOVERNING LAW: THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF CALIFORNIA, WITHOUT REGARD TO ANY CHOICE-OF-LAW RULES THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

Severability: Releasor agrees that if any provision of this Release is adjudicated to be invalid, illegal or unenforceable in any jurisdiction, the relevant provision shall be deemed modified to the extent necessary to make it enforceable in such jurisdiction and, if it cannot be so modified, this Release shall be deemed amended to delete herefrom the invalid or unenforceable provision, and this Release shall be in full force and effect as so modified. Any such modification or amendment in any event shall apply only with respect to the operation of this Release in the particular jurisdiction in which such adjudication was made and shall not affect such provision in any other jurisdiction. To the fullest extent permitted by applicable Law, Releasor hereby (on its own behalf and on behalf of each other Releasing Party) specifically and expressly waives any provision of Law that renders any provision of this Release invalid, illegal or unenforceable in any respect.

Electronic Signatures: This Release, and any exhibits thereto, to the extent signed and delivered electronically or by facsimile, shall be treated in all manner and respects as an original agreement, and shall be considered to have the same binding legal effect as if it were the original signed version thereof, delivered in person.

[The remainder of this page is intentionally left blank.]

Releasor has executed this Release on the date below, to be effective as of the date set forth in the first paragraph of this Release above:

Instructions: A person with authority to bind the Releasor to this Government Entity Release of All Claims must: (1) ensure that you entered the complete name of the Government Entity on page one of the Release; (2) type your electronic signature in the field labeled “By:”; (3) type the name of the person signing the Release on behalf of the Government Entity in the field labeled “Name”; (3) type the title of the person signing the Release on behalf of the Government Entity in the field labeled “Title”; (4) type the name of the Government Entity agreeing to this Release in the field labeled “Government Entity Name”; and (4) indicate the date of signature in the last line. Return the signed Release to your lawyer who will review it and provide it to the Government Entity Settlement Administrator.

RELEASOR:

By: /s/ _____
Name: _____
Title: _____
Government Entity Name: _____
Dated: _____

EXHIBIT 2

INTENTIONALLY OMITTED

EXHIBIT 3

EXHIBIT 4

ALTRIA CLASS SETTLEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

1. **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. SETTLEMENT CONSIDERATION AND CLAIMS

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

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

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

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

3. CLASS SETTLEMENT ADMINISTRATION

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

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

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

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

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

4. **PRELIMINARY APPROVAL BY THE COURT**

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

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

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

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

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

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

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

6. **FINAL APPROVAL BY THE COURT**

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

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

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

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

7. **ALTRIA CLASS SETTLEMENT ACCOUNT**

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

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

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

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

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

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

8. **OPT-OUT PROCEDURES**

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

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

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

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

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

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

9. **RELEASE**

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

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

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

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

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

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

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

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

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

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

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

10. DISMISSAL WITH PREJUDICE; SETTLEMENT AS EXCLUSIVE REMEDY

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

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

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

11. NO ADMISSION OF LIABILITY

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

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

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

12. REPRESENTATIONS AND WARRANTIES

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

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

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

13. INDEMNITY, LIENS, AND TAXES

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

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

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

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

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

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

14. CONTINUING JURISDICTION

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

15. FEES AND EXPENSES OF CLASS COUNSEL AND OTHER COUNSEL

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

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

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

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

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

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

16. SERVICE AWARDS

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

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

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

17. RIGHTS OF WITHDRAWAL

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

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

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

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

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

18. THIRD-PARTY BENEFICIARIES; ASSIGNMENT

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

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

19. AMENDMENT; NO IMPLIED WAIVER

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

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

20. OTHER OBLIGATIONS; MISCELLANEOUS

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

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

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

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

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

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

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

If to Settlement Class Representatives and Settlement Class:

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

If to Altria:

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

With a copy to:

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

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

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

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

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

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

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

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

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

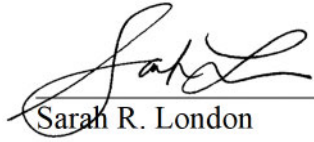
20.15 This Altria Class Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Altria Class Settlement Agreement, provided that this Altria Class Settlement Agreement shall not be complete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

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

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

ALTRIA CLASS SETTLEMENT AGREEMENT
SIGNATURE PAGES

PLAINTIFFS' COUNSEL:



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

Dena C. Sharp
MDL Plaintiffs' Co-Lead Counsel

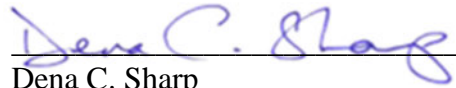
Ellen Relkin
MDL Plaintiffs' Co-Lead Counsel

Dean N. Kawamoto
MDL Plaintiffs' Co-Lead Counsel

ALTRIA CLASS SETTLEMENT AGREEMENT
SIGNATURE PAGES

PLAINTIFFS' COUNSEL:

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MDL Plaintiffs' Liaison and Co-Lead Counsel



Dena C. Sharp
MDL Plaintiffs' Co-Lead Counsel

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ALTRIA CLASS SETTLEMENT AGREEMENT
SIGNATURE PAGES

PLAINTIFFS' COUNSEL:

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ALTRIA CLASS SETTLEMENT AGREEMENT
SIGNATURE PAGES

PLAINTIFFS' COUNSEL:

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

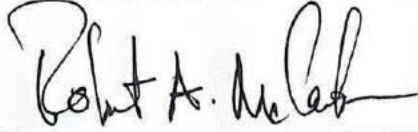
Dena C. Sharp
MDL Plaintiffs' Co-Lead Counsel

Ellen Relkin
MDL Plaintiffs' Co-Lead Counsel



Dean N. Kawamoto
MDL Plaintiffs' Co-Lead Counsel

ALTRIA'S COUNSEL

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

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

Appendix A

**Unredacted Version of Document Sought to
be Filed Under Seal**

HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

The Parties have agreed that if the number of Class Members who elect to exclude themselves from the Settlement Class exceeds 200,000, within the deadlines set forth in Section 17 of the Altria Class Settlement Agreement or as ordered by the Court, Altria shall have the absolute and unconditional option and right to unilaterally terminate and render void the Altria Class Settlement Agreement.

EXHIBIT 5

Counsel Certification Form¹

I. Instructions

The purpose of this form is to identify any [Personal Injury/Government Entity] cases eligible for the Altria [Personal Injury/Government Entity] Settlement that have not already been filed in (or transferred to) the MDL or the JCCP as of July 26, 2023.

Every attorney who is going to get access to the settlement agreement or details about its terms needs to submit a certification, with a minimum of one per firm.

Any local counsel firm needs to submit at least one certification.

Each submitting attorney must either include a list of unfiled Plaintiffs they or their firm represents, or certify that another member of their firm or co-counsel has submitted form(s) that include any unfiled Plaintiffs omitted by the submitting attorney.

Any co-represented client needs to appear on only one attorney's list.

II. Implementation

In the alternative to submitting this form, a submitting attorney may utilize a web interface to be developed by the [Personal Injury/Government Entity] Settlement Administrator. Defense Counsel shall have the right to approve the form of the web interface, such approval not to be unreasonably withheld.

II. Certification

I, _____, hereby certify pursuant to 28 U.S.C. § 1746 as follows:

I am an attorney in good standing who is admitted to practice law in the State of _____.

My information is as follows:

Law Firm

Street

City

State

Zip Code

Phone Number

E-mail Address

¹ Capitalized terms, unless otherwise defined, carry the meaning used in the [Personal Injury/Government Entity] Settlement Agreement.

State Bar ID Number

Subpart 1: Additional Case Identification

- [] **Exhibit 1** to this certification contains a true and complete list of all unfiled (as of July 26, 2023) [Personal Injury/Government Entity] Plaintiffs I or my firm represents
- [] **Exhibit 1** to this certification does not contain a true and complete list of all unfiled (as of July 26, 2023) [Personal Injury/Government Entity] Plaintiffs I or my firm represents, but any such Plaintiffs have been submitted in another attorney's Exhibit 1.

Subpart 2: Certification

I certify that neither I nor my firm presents have other clients we represent for whom we plan on filing cases against Altria or any other Released Party alleging Released Claims.

I certify under penalty of perjury that the foregoing is true and correct.

EXHIBIT 6

Eligible School Districts and Regional Education Agencies

Based on information available as of 7/25/2023

State	District
AK	ANCHORAGE SCHOOL DISTRICT
AL	MOBILE COUNTY
AL	JEFFERSON COUNTY
AL	BALDWIN COUNTY
AL	MONTGOMERY COUNTY
AL	HUNTSVILLE CITY
AL	LIMESTONE COUNTY
AL	TUSCALOOSA CITY
AL	ETOWAH COUNTY
AL	AUTAUGA COUNTY
AL	MORGAN COUNTY
AL	GADSDEN CITY
AL	ALBERTVILLE CITY
AL	ESCAMBIA COUNTY
AL	MARION COUNTY
AL	DALE COUNTY
AL	DALLAS COUNTY
AL	WINSTON COUNTY
AL	SELMA CITY
AL	COLBERT COUNTY
AL	FORT PAYNE CITY
AL	MUSCLE SHOALS CITY
AL	HENRY COUNTY
AL	CLARKE COUNTY
AL	COFFEE COUNTY
AL	FAYETTE COUNTY
AL	FAIRFIELD CITY
AL	LEEDS CITY
AL	TUSCUMBIA CITY
AL	HALEYVILLE CITY
AL	ATTALLA CITY
AL	MIDFIELD CITY
AL	ATHENS CITY
AL	WINFIELD CITY
AL	SHEFFIELD CITY
AL	DALEVILLE CITY
AL	DOTHAN CITY
AL	LYMAN WARD MILITARY ACADEMY
AL	GENEVA CITY

Eligible School Districts as of Information Available 7/25/2023

AR	RUSSELLVILLE SCHOOL DISTRICT
AZ	TUCSON UNIFIED DISTRICT (4403)
AZ	MESA UNIFIED DISTRICT (4235)
AZ	CHANDLER UNIFIED DISTRICT #80 (4242)
AZ	PHOENIX UNION HIGH SCHOOL DISTRICT (4286)
AZ	PARADISE VALLEY UNIFIED DISTRICT (4241)
AZ	SCOTTSDALE UNIFIED DISTRICT (4240)
AZ	TEMPE UNION HIGH SCHOOL DISTRICT (4287)
AZ	TOLLESON UNION HIGH SCHOOL DISTRICT (4288)
AZ	SUNNYSIDE UNIFIED DISTRICT (4407)
AZ	HIGLEY UNIFIED SCHOOL DISTRICT (4248)
AZ	KYRENE ELEMENTARY DISTRICT (4267)
AZ	PIMA COUNTY JTED (89380)
AZ	FLAGSTAFF UNIFIED DISTRICT (4192)
AZ	FLOWING WELLS UNIFIED DISTRICT (4405)
AZ	WHITERIVER UNIFIED DISTRICT (4394)
AZ	RIVERSIDE ELEMENTARY DISTRICT (4257)
AZ	MAMMOTH-SAN MANUEL UNIFIED DISTRICT (4439)
AZ	EDGE SCHOOL INC. THE (4421)
CA	LOS ANGELES UNIFIED
CA	LOS ANGELES COUNTY OFFICE OF EDUCATION
CA	SAN DIEGO UNIFIED
CA	ELK GROVE UNIFIED
CA	KERN HIGH
CA	ANAHEIM UNION HIGH
CA	SAN DIEGO COUNTY OFFICE OF EDUCATION
CA	STOCKTON UNIFIED
CA	POWAY UNIFIED
CA	WEST CONTRA COSTA UNIFIED
CA	SADDLEBACK VALLEY UNIFIED
CA	GROSSMONT UNION HIGH
CA	GLENDALE UNIFIED
CA	MANTECA UNIFIED
CA	POMONA UNIFIED
CA	MONTEBELLO UNIFIED
CA	TORRANCE UNIFIED
CA	MURRIETA VALLEY UNIFIED
CA	DOWNEY UNIFIED
CA	HEMET UNIFIED
CA	PALM SPRINGS UNIFIED
CA	ABC UNIFIED
CA	COMPTON UNIFIED

Eligible School Districts as of Information Available 7/25/2023

CA	FAIRFIELD-SUISUN UNIFIED
CA	PAJARO VALLEY UNIFIED
CA	VISTA UNIFIED
CA	SAN DIEGUITO UNION HIGH
CA	ALHAMBRA UNIFIED
CA	OCEANSIDE UNIFIED
CA	ROSEVILLE JOINT UNION HIGH
CA	TRACY JOINT UNIFIED
CA	BURBANK UNIFIED
CA	SANTA CLARA UNIFIED
CA	SAN JOAQUIN COUNTY OFFICE OF EDUCATION
CA	LYNWOOD UNIFIED
CA	LIVERMORE VALLEY JOINT UNIFIED
CA	ROCKLIN UNIFIED
CA	CHICO UNIFIED
CA	CAJON VALLEY UNION
CA	ANAHEIM ELEMENTARY
CA	PITTSBURG UNIFIED
CA	NEW HAVEN UNIFIED
CA	CHAFFEY JOINT UNION HIGH
CA	LAS VIRGENES UNIFIED
CA	SAN RAMON VALLEY UNIFIED
CA	ANTELOPE VALLEY UNION HIGH
CA	ESCONDIDO UNION
CA	TEMECULA VALLEY UNIFIED
CA	CAMPBELL UNION HIGH
CA	SAN MATEO-FOSTER CITY
CA	OXNARD UNION HIGH
CA	RIALTO UNIFIED
CA	MENIFEE UNION ELEMENTARY
CA	WOODLAND JOINT UNIFIED
CA	MONTEREY PENINSULA UNIFIED
CA	EL DORADO UNION HIGH
CA	DAVIS JOINT UNIFIED
CA	REDONDO BEACH UNIFIED
CA	BERKELEY UNIFIED
CA	SAN MATEO COUNTY OFFICE OF EDUCATION
CA	LINCOLN UNIFIED
CA	CASTRO VALLEY UNIFIED
CA	ALAMEDA UNIFIED
CA	VAL VERDE UNIFIED
CA	SOUTH SAN FRANCISCO UNIFIED
CA	SAN LEANDRO UNIFIED
CA	SANTA CRUZ CITY ELEMENTARY/HIGH
CA	ACALANES UNION HIGH

Eligible School Districts as of Information Available 7/25/2023

CA	NOVATO UNIFIED
CA	TAMALPAIS UNION HIGH
CA	GRANADA HILLS CHARTER DISTRICT
CA	JEFFERSON UNION HIGH
CA	CENTRAL UNION HIGH
CA	LAMMERSVILLE JOINT UNIFIED
CA	GILROY UNIFIED
CA	NORTH MONTEREY COUNTY UNIFIED
CA	EL CAMINO REAL CHARTER HIGH DISTRICT
CA	LINDSAY UNIFIED
CA	SAN BENITO HIGH
CA	EL CENTRO ELEMENTARY
CA	JEFFERSON ELEMENTARY
CA	ATWATER ELEMENTARY
CA	IMPERIAL COUNTY OFFICE OF EDUCATION
CA	LOS ANGELES COUNTY OFFICE OF EDUCATION
CA	LA CANADA UNIFIED
CA	SULPHUR SPRINGS UNION
CA	OROVILLE UNION HIGH
CA	RIPON UNIFIED
CA	EL SEGUNDO UNIFIED
CA	WASHINGTON UNIFIED
CA	BASSETT UNIFIED
CA	RIM OF THE WORLD UNIFIED
CA	CABRILLO UNIFIED
CA	BRAWLEY UNION HIGH
CA	CLAYTON VALLEY CHARTER HIGH DISTRICT
CA	BRAWLEY ELEMENTARY
CA	ESCALON UNIFIED
CA	MOUNTAIN EMPIRE UNIFIED
CA	CORONADO UNIFIED
CA	LINDEN UNIFIED
CA	SAN LORENZO VALLEY UNIFIED
CA	SAN DIEGO COUNTY OFFICE OF EDUCATION
CA	CYPRESS ELEMENTARY
CA	BURLINGAME ELEMENTARY
CA	SAN JOAQUIN COUNTY OFFICE OF EDUCATION
CA	SCOTTS VALLEY UNIFIED
CA	LAFAYETTE ELEMENTARY
CA	PACIFIC GROVE UNIFIED
CA	GOLDEN PLAINS UNIFIED
CA	SOLANA BEACH ELEMENTARY
CA	KING CITY UNION
CA	NAPA VALLEY UNIFIED
CA	JEFFERSON ELEMENTARY

Eligible School Districts as of Information Available 7/25/2023

CA	SAN BRUNO PARK ELEMENTARY
CA	ONTARIO-MONTCLAIR
CA	NEEDLES UNIFIED
CA	IMPERIAL COUNTY OFFICE OF EDUCATION
CA	PARAMOUNT UNIFIED
CA	ROSS VALLEY ELEMENTARY
CA	THERMALITO UNION ELEMENTARY
CA	ALPINE UNION ELEMENTARY
CA	AROMAS - SAN JUAN UNIFIED
CA	SAN MATEO COUNTY OFFICE OF EDUCATION
CA	TWIN HILLS UNION ELEMENTARY
CA	KEYES UNION
CA	NORTH VALLEY MILITARY INST COLLEGE ACAD DISTRICT
CA	MCCABE UNION ELEMENTARY
CA	CHAMPS - CHARTER HS OF ARTS-MULTIMEDIA & PERFORMING DISTRICT
CA	WARNER UNIFIED
CA	WESTMORLAND UNION ELEMENTARY
CA	OAK PARK UNIFIED
CO	JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1
CO	BOULDER VALLEY SCHOOL DISTRICT NO. RE2
CO	PUEBLO SCHOOL DISTRICT NO. 60 IN THE COUNTY OF PUEBLO AND
CO	MONTROSE COUNTY SCHOOL DISTRICT RE-1J
CO	STEAMBOAT SPRINGS SCHOOL DISTRICT NO. RE 2
CO	ASPEN SCHOOL DISTRICT NO. 1 IN THE COUNTY OF PITKIN AND STA
CO	TELLURIDE SCHOOL DISTRICT NO. R-1
DE	RED CLAY CONSOLIDATED SCHOOL DISTRICT
DE	CHRISTINA SCHOOL DISTRICT
DE	INDIAN RIVER SCHOOL DISTRICT
DE	BRANDYWINE SCHOOL DISTRICT
DE	COLONIAL SCHOOL DISTRICT
DE	CAESAR RODNEY SCHOOL DISTRICT
DE	NEW CASTLE COUNTY VOCATIONAL-TECHNICAL SCHOOL DISTRICT
DE	CAPITAL SCHOOL DISTRICT
DE	CAPE HENLOPEN SCHOOL DISTRICT
DE	SMYRNA SCHOOL DISTRICT
DE	MILFORD SCHOOL DISTRICT
DE	LAKE FOREST SCHOOL DISTRICT
DE	SEAFORD SCHOOL DISTRICT
DE	LAUREL SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

DE	WOODBIDGE SCHOOL DISTRICT
DE	DELMAR SCHOOL DISTRICT
DE	SUSSEX TECHNICAL SCHOOL DISTRICT
DE	POLYTECH SCHOOL DISTRICT
FL	PALM BEACH
FL	MIAMI-DADE
FL	BROWARD
FL	HILLSBOROUGH
FL	ORANGE
FL	PINELLAS
FL	LEE
FL	DUVAL
FL	POLK
FL	BREVARD
FL	SEMINOLE
FL	VOLUSIA
FL	ESCAMBIA
FL	ALACHUA
FL	HERNANDO
FL	MANATEE
FL	HIGHLANDS
FL	LEON
FL	HENDRY
FL	OKALOOSA
FL	PUTNAM
FL	SANTA ROSA
FL	BAY
FL	SUMTER
FL	OKEECHOBEE
FL	GILCHRIST
GA	DEKALB COUNTY
GA	CLAYTON COUNTY
GA	BIBB COUNTY
GA	MARIETTA CITY
IA	DECORAH COMMUNITY SCHOOL DISTRICT
ID	JOINT SCHOOL DISTRICT NO. 2
ID	BOISE INDEPENDENT DISTRICT
ID	NAMPA SCHOOL DISTRICT
ID	BONNEVILLE JOINT DISTRICT
ID	POCATELLO DISTRICT
ID	COEUR D'ALENE DISTRICT
ID	IDAHO FALLS DISTRICT
ID	TWIN FALLS DISTRICT
ID	VALLIVUE SCHOOL DISTRICT
ID	JEFFERSON COUNTY JOINT DISTRICT
ID	POST FALLS DISTRICT
ID	KUNA JOINT DISTRICT

Eligible School Districts as of Information Available 7/25/2023

ID	CALDWELL DISTRICT
ID	MADISON DISTRICT
ID	ONEIDA COUNTY DISTRICT
ID	LEWISTON INDEPENDENT DISTRICT
ID	MINIDOKA COUNTY JOINT DISTRICT
ID	LAKE PEND OREILLE SCHOOL DISTRICT
ID	BLACKFOOT DISTRICT
ID	MIDDLETON DISTRICT
ID	MOSCOW DISTRICT
ID	PRESTON JOINT DISTRICT
ID	FREMONT COUNTY JOINT DISTRICT
ID	SHELLEY JOINT DISTRICT
ID	TETON COUNTY DISTRICT
ID	SUGAR-SALEM JOINT DISTRICT
ID	KIMBERLY DISTRICT
ID	PAYETTE JOINT DISTRICT
ID	FILER DISTRICT
ID	AMERICAN FALLS JOINT DISTRICT
ID	BEAR LAKE COUNTY DISTRICT
ID	MOUNTAIN VIEW SCHOOL DISTRICT
ID	BOUNDARY COUNTY DISTRICT
ID	BUHL JOINT DISTRICT
ID	WEST BONNER COUNTY DISTRICT
ID	ST MARIES JOINT DISTRICT
ID	GOODING JOINT DISTRICT
ID	HOMEDALE JOINT DISTRICT
ID	WENDELL DISTRICT
ID	SALMON DISTRICT
ID	PARMA DISTRICT
ID	MARSING JOINT DISTRICT
ID	MELBA JOINT DISTRICT
ID	WEST JEFFERSON DISTRICT
ID	WEST SIDE JOINT DISTRICT
ID	RIRIE JOINT DISTRICT
ID	GRACE JOINT DISTRICT
ID	WILDER DISTRICT
ID	GLENNS FERRY JOINT DISTRICT
ID	POTLATCH DISTRICT
ID	NOTUS DISTRICT
ID	HAGERMAN JOINT DISTRICT
ID	BASIN SCHOOL DISTRICT
ID	HANSEN DISTRICT
ID	BRUNEAU-GRAND VIEW JOINT SCHOOL DISTRICT
ID	GARDEN VALLEY DISTRICT
ID	MACKAY JOINT DISTRICT
ID	CAMAS COUNTY DISTRICT

Eligible School Districts as of Information Available 7/25/2023

ID	MURTAUGH JOINT DISTRICT
ID	CASTLEFORD DISTRICT
ID	CLARK COUNTY DISTRICT
ID	RICHFIELD DISTRICT
ID	NORTH VALLEY ACADEMY INC.
ID	CANYON-OWYHEE SCHOOL SERVICE AGENCY (COSSA)
ID	HERITAGE ACADEMY INC.
ID	IDAHO SCIENCE AND TECHNOLOGY CHARTER SCHOOL INC.
ID	BLISS JOINT DISTRICT
IL	CITY OF CHICAGO SD 299
IL	SD U-46
IL	INDIAN PRAIRIE CUSD 204
IL	PLAINFIELD SD 202
IL	TOWNSHIP HSD 214
IL	TOWNSHIP HSD 211
IL	CUSD 308
IL	SPRINGFIELD SD 186
IL	PEORIA SD 150
IL	WAUKEGAN CUSD 60
IL	CUSD 200
IL	AURORA WEST USD 129
IL	CHAMPAIGN CUSD 4
IL	J S MORTON HSD 201
IL	GLENBARD TWP HSD 87
IL	CONS HSD 230
IL	MAINE TOWNSHIP HSD 207
IL	ELMHURST SD 205
IL	BARRINGTON CUSD 220
IL	EDWARDSVILLE CUSD 7
IL	CHSD 99
IL	COLLINSVILLE CUSD 10
IL	EVANSTON CCSD 65
IL	NEW TRIER TWP HSD 203
IL	EVANSTON TWP HSD 202
IL	LEYDEN CHSD 212
IL	TWP HSD 113
IL	GRAYSLAKE CHSD 127
IL	MARION CUSD 2
IL	O FALLON TWP HSD 203
IL	CHSD 94
IL	ARGO CHSD 217
IL	OAK LAWN CHSD 229
IL	RIVERSIDE-BROOKFIELD TWP SD 208
IL	OTTAWA TWP HSD 140
IL	EAST ST LOUIS SD 189

Eligible School Districts as of Information Available 7/25/2023

IL	CAHOKIA CUSD 187
IL	HALL HSD 502
IL	LA MOILLE CUSD 303
IL	SUNSET RIDGE SD 29
IL	CENTRAL SD 104
IL	WOOD RIVER-HARTFORD ESD 15
IN	FORT WAYNE COMMUNITY SCHOOLS
IN	INDIANAPOLIS PUBLIC SCHOOLS
IN	EVANSVILLE VANDERBURGH SCHOOL CORP
IN	HAMILTON SOUTHEASTERN SCHOOLS
IN	SOUTH BEND COMMUNITY SCHOOL CORP
IN	MSD WAYNE TOWNSHIP
IN	CARMEL CLAY SCHOOLS
IN	ELKHART COMMUNITY SCHOOLS
IN	MONROE COUNTY COMMUNITY SCH CORP
IN	BARTHOLOMEW CON SCHOOL CORP
IN	NEW ALBANY-FLOYD CO CON SCH
IN	GREATER CLARK COUNTY SCHOOLS
IN	MSD WASHINGTON TOWNSHIP
IN	PENN-HARRIS-MADISON SCHOOL CORP
IN	WARRICK COUNTY SCHOOL CORP
IN	EAST ALLEN COUNTY SCHOOLS
IN	BROWNSBURG COMMUNITY SCHOOL CORP
IN	MSD SOUTHWEST ALLEN COUNTY SCHLS
IN	PORTAGE TOWNSHIP SCHOOLS
IN	NORTHWEST ALLEN COUNTY SCHOOLS
IN	DUNELAND SCHOOL CORPORATION
IN	SCHOOL CITY OF MISHAWAKA
IN	KOKOMO SCHOOL CORPORATION
IN	MUNCIE COMMUNITY SCHOOLS
IN	CONCORD COMMUNITY SCHOOLS
IN	PLAINFIELD COMMUNITY SCHOOL CORP
IN	JENNINGS COUNTY SCHOOL CORPORATION
IN	SHELBYVILLE CENTRAL SCHOOLS
IN	SCHOOL CITY OF EAST CHICAGO
IN	PLYMOUTH COMMUNITY SCHOOL CORP
IN	WHITLEY COUNTY CON SCHOOLS
IN	NEW CASTLE COMMUNITY SCHOOL CORP
IN	DEKALB CO CTL UNITED SCH DIST
IN	GREATER JASPER CONSOLIDATED SCHS
IN	FRANKTON-LAPEL COMMUNITY SCHOOLS
IN	KANKAKEE VALLEY SCHOOL CORP
IN	MSD WABASH COUNTY SCHOOLS
IN	WESTERN SCHOOL CORPORATION
IN	SILVER CREEK SCHOOL CORPORATION
IN	CRAWFORDSVILLE COMMUNITY SCHOOLS
IN	NORTH HARRISON COM SCHOOL CORP

Eligible School Districts as of Information Available 7/25/2023

IN	LAWRENCEBURG COMMUNITY SCHOOL CORP
IN	GREENSBURG COMMUNITY SCHOOLS
IN	GRIFFITH PUBLIC SCHOOLS
IN	NORTHWESTERN SCHOOL CORP
IN	SOUTHWEST SCHOOL CORPORATION
IN	NORTH MONTGOMERY COM SCH CORP
IN	BENTON COMMUNITY SCHOOL CORP
IN	OAK HILL UNITED SCHOOL CORP
IN	DEKALB CO EASTERN COM SCH DIST
IN	LAKE RIDGE NEW TECH SCHOOLS
IN	ROCHESTER COMMUNITY SCHOOL CORP
IN	GARRETT-KEYSER-BUTLER COM SCH CORP
IN	NORTH ADAMS COMMUNITY SCHOOLS
IN	PIKE COUNTY SCHOOL CORP
IN	SALEM COMMUNITY SCHOOLS
IN	RIVER FOREST COMMUNITY SCH CORP
IN	RENSELAER CENTRAL SCHOOL CORP
IN	MSD BLUFFTON-HARRISON
IN	WABASH CITY SCHOOLS
IN	RANDOLPH CENTRAL SCHOOL CORP
IN	UNION CO/CLG CORNER JOINT SCH DIST
IN	PRAIRIE HEIGHTS COMMUNITY SCH CORP
IN	NORTHEASTERN WAYNE SCHOOLS
IN	LINTON-STOCKTON SCHOOL CORPORATION
IN	ADAMS CENTRAL COMMUNITY SCHOOLS
IN	NORTH CENTRAL PARKE COMM SCHL CORP
IN	CENTRAL NOBLE COM SCHOOL CORP
IN	SOUTH ADAMS SCHOOLS
IN	PERRY CENTRAL COM SCHOOLS CORP
IN	SHERIDAN COMMUNITY SCHOOLS
IN	SMITH-GREEN COMMUNITY SCHOOLS
IN	MONROE CENTRAL SCHOOL CORP
IN	SOUTHEAST FOUNTAIN SCHOOL CORP
IN	NORTHEAST SCHOOL CORP
IN	PIONEER REGIONAL SCHOOL CORP
IN	WESTERN WAYNE SCHOOLS
IN	WHITE RIVER VALLEY SCHOOL DISTRICT
IN	COWAN COMMUNITY SCHOOL CORP
IN	LANESVILLE COMMUNITY SCHOOL CORP
IN	CULVER COMMUNITY SCHOOLS CORP
IN	SOUTH HENRY SCHOOL CORP
IN	MSD SHAKAMAK SCHOOLS
IN	BLUE RIVER VALLEY SCHOOLS
IN	CASTON SCHOOL CORPORATION
IN	EMAN SCHOOLS
KS	GODDARD

Eligible School Districts as of Information Available 7/25/2023

KS	WICHITA
KS	OLATHE
KS	SHAWNEE MISSION PUB SCH
KS	BLUE VALLEY
KS	KANSAS CITY
KS	LAWRENCE
KS	DE SOTO
KS	MANHATTAN-OGDEN
KS	SPRING HILL
KS	RENWICK
KS	WAMEGO
KS	SMOKY VALLEY
KS	CONCORDIA
KS	LYONS
KS	JAYHAWK
KY	JEFFERSON COUNTY
KY	FAYETTE COUNTY
KY	BOONE COUNTY
KY	WARREN COUNTY
KY	BULLITT COUNTY
KY	DAVIESS COUNTY
KY	MADISON COUNTY
KY	PIKE COUNTY
KY	JESSAMINE COUNTY
KY	HOPKINS COUNTY
KY	CLARK COUNTY
KY	MONTGOMERY COUNTY
KY	MARION COUNTY
KY	HARRISON COUNTY
KY	LAWRENCE COUNTY
KY	LARUE COUNTY
KY	ESTILL COUNTY
KY	BREATHITT COUNTY
KY	MARTIN COUNTY
KY	WOLFE COUNTY
KY	MENIFEE COUNTY
LA	ST. CHARLES PARISH
LA	ST. TAMMANY PARISH
LA	ST. JAMES PARISH
LA	NATCHITOCHE PARISH
LA	AVOUELLES PARISH
LA	RICHLAND PARISH
LA	GRANT PARISH
LA	POINTE COUPEE PARISH
LA	WEST CARROLL PARISH
LA	WEST FELICIANA PARISH
MA	FRAMINGHAM

Eligible School Districts as of Information Available 7/25/2023

MA	BROCKTON
MA	BARNSTABLE
MA	FALMOUTH
MA	DEDHAM
MA	SILVER LAKE
MA	MASHPEE
MA	ATHOL-ROYALSTON
MA	BERKSHIRE HILLS
MA	WESTPORT
MA	MILLIS
MA	RICHMOND
MD	MONTGOMERY COUNTY PUBLIC SCHOOLS
MD	BALTIMORE COUNTY PUBLIC SCHOOLS
MD	PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS
MD	BALTIMORE CITY PUBLIC SCHOOLS
MD	ANNE ARUNDEL COUNTY PUBLIC SCHOOLS
MD	HOWARD COUNTY PUBLIC SCHOOLS
MD	HARFORD COUNTY PUBLIC SCHOOLS
MD	CARROLL COUNTY PUBLIC SCHOOLS
MD	WASHINGTON COUNTY PUBLIC SCHOOLS
MD	CECIL COUNTY PUBLIC SCHOOLS
MD	DORCHESTER COUNTY PUBLIC SCHOOLS
MD	TALBOT COUNTY PUBLIC SCHOOLS
MD	GARRETT COUNTY PUBLIC SCHOOLS
MD	KENT COUNTY PUBLIC SCHOOLS
ME	BANGOR PUBLIC SCHOOLS
ME	SOUTH PORTLAND PUBLIC SCHOOLS
ME	RSU 02
ME	RSU 11/MSAD 11
ME	RSU 15/MSAD 15
MI	WARREN CONSOLIDATED SCHOOLS
MI	TRAVERSE CITY AREA PUBLIC SCHOOLS
MI	CLARKSTON COMMUNITY SCHOOL DISTRICT
MI	BAY CITY SCHOOL DISTRICT
MI	MIDLAND PUBLIC SCHOOLS
MI	GRAND HAVEN AREA PUBLIC SCHOOLS
MI	HOLT PUBLIC SCHOOLS
MI	SALINE AREA SCHOOLS
MI	BATTLE CREEK PUBLIC SCHOOLS
MI	OKEMOS PUBLIC SCHOOLS
MI	LAKEVIEW SCH. DISTRICT (CALHOUN)
MI	FERNDAL PUBLIC SCHOOLS
MI	ALPENA PUBLIC SCHOOLS
MI	DEXTER COMMUNITY SCHOOL DISTRICT
MI	CEDAR SPRINGS PUBLIC SCHOOLS

Eligible School Districts as of Information Available 7/25/2023

MI	GREENVILLE PUBLIC SCHOOLS
MI	MUSKEGON PUBLIC SCHOOLS OF THE CITY OF
MI	LINCOLN CONSOLIDATED SCHOOL DISTRICT
MI	CADILLAC AREA PUBLIC SCHOOLS
MI	AIRPORT COMMUNITY SCHOOLS
MI	MARSHALL PUBLIC SCHOOLS
MI	MASON PUBLIC SCHOOLS (INGHAM)
MI	DEWITT PUBLIC SCHOOLS
MI	OWOSSO PUBLIC SCHOOLS
MI	WAVERLY COMMUNITY SCHOOLS
MI	ADRIAN PUBLIC SCHOOLS
MI	BANGOR TOWNSHIP SCHOOLS
MI	EAST GRAND RAPIDS PUBLIC SCHOOLS
MI	VICKSBURG COMMUNITY SCHOOLS
MI	COLDWATER COMMUNITY SCHOOLS
MI	CENTER LINE PUBLIC SCHOOLS
MI	HASTINGS AREA SCHOOL DISTRICT
MI	EATON RAPIDS PUBLIC SCHOOLS
MI	DOWAGIAC UNION SCHOOL DISTRICT
MI	PAW PAW PUBLIC SCHOOL DISTRICT
MI	CHELSEA SCHOOL DISTRICT
MI	BIG RAPIDS PUBLIC SCHOOLS
MI	CHIPPEWA HILLS SCHOOL DISTRICT
MI	LUDINGTON AREA SCHOOL DISTRICT
MI	YALE PUBLIC SCHOOLS
MI	SWAN VALLEY SCHOOL DISTRICT
MI	GOODRICH AREA SCHOOLS
MI	WILLIAMSTON COMMUNITY SCHOOLS
MI	JACKSON ISD
MI	CARO COMMUNITY SCHOOLS
MI	CALHOUN INTERMEDIATE SCHOOL DISTRICT
MI	BELDING AREA SCHOOL DISTRICT
MI	BENZIE COUNTY CENTRAL SCHOOLS
MI	CORUNNA PUBLIC SCHOOLS
MI	ESSEXVILLE-HAMPTON PUBLIC SCHOOLS
MI	HILLSDALE COMMUNITY SCHOOLS
MI	CHESANING UNION SCHOOLS
MI	HARTFORD PUBLIC SCHOOLS
MI	JONESVILLE COMMUNITY SCHOOLS
MI	BOYNE CITY PUBLIC SCHOOLS
MI	HARRISON COMMUNITY SCHOOLS
MI	NEW HAVEN COMMUNITY SCHOOLS
MI	MILLINGTON COMMUNITY SCHOOLS
MI	DELTON KELLOGG SCHOOLS
MI	MENOMINEE AREA PUBLIC SCHOOLS

Eligible School Districts as of Information Available 7/25/2023

MI	MERIDIAN PUBLIC SCHOOLS
MI	MANISTEE AREA PUBLIC SCHOOLS
MI	CENTREVILLE PUBLIC SCHOOLS
MI	LAWTON COMMUNITY SCHOOL DISTRICT
MI	FARWELL AREA SCHOOLS
MI	GALESBURG-AUGUSTA COMMUNITY SCHOOLS
MI	JACKSON ISD
MI	PINE RIVER AREA SCHOOLS
MI	BLOOMINGDALE PUBLIC SCHOOL DISTRICT
MI	CAPAC COMMUNITY SCHOOLS
MI	HOMER COMMUNITY SCHOOL DISTRICT
MI	OSCODA AREA SCHOOLS
MI	EAST JACKSON COMMUNITY SCHOOLS
MI	UNION CITY COMMUNITY SCHOOLS
MI	PERRY PUBLIC SCHOOLS
MI	MCBAIN RURAL AGRICULTURAL SCHOOLS
MI	MANTON CONSOLIDATED SCHOOLS
MI	MANCHESTER COMMUNITY SCHOOLS
MI	BEAVERTON SCHOOLS
MI	EVART PUBLIC SCHOOLS
MI	GRATIOT-ISABELLA RESD
MI	ROSCOMMON AREA PUBLIC SCHOOLS
MI	MARCELLUS COMMUNITY SCHOOLS
MI	NEW LOTHROP AREA PUBLIC SCHOOLS
MI	CALHOUN INTERMEDIATE SCHOOL DISTRICT
MI	JOHANNESBURG-LEWISTON AREA SCHOOLS
MI	KALEVA NORMAN DICKSON SCHOOL DISTRICT
MI	WHITTEMORE-PRESCOTT AREA SCHOOLS
MI	READING COMMUNITY SCHOOLS
MI	MEMPHIS COMMUNITY SCHOOLS
MI	SHIAWASSEE REGIONAL ESD
MI	WHITMORE LAKE PUBLIC SCHOOL DISTRICT
MI	CLIMAX-SCOTTS COMMUNITY SCHOOLS
MI	COLEMAN COMMUNITY SCHOOLS
MI	TUSCOLA ISD
MI	HARBOR BEACH COMMUNITY SCHOOLS
MI	RIVER VALLEY SCHOOL DISTRICT
MI	BURR OAK COMMUNITY SCHOOL DISTRICT
MI	L'ANSE CREUSE PUBLIC SCHOOLS
MI	MUNISING PUBLIC SCHOOLS
MI	LAWRENCE PUBLIC SCHOOLS
MI	MORRICE AREA SCHOOLS
MI	MAYVILLE COMMUNITY SCHOOL DISTRICT
MI	UBLY COMMUNITY SCHOOLS

Eligible School Districts as of Information Available 7/25/2023

MI	AU GRES-SIMS SCHOOL DISTRICT
MI	MARION PUBLIC SCHOOLS
MI	BEAR LAKE SCHOOLS
MI	LELAND PUBLIC SCHOOL DISTRICT
MI	NORTH ADAMS-JEROME PUBLIC SCHOOLS
MI	NORTHVILLE PUBLIC SCHOOLS
MI	TUSCOLA ISD
MI	HERITAGE SOUTHWEST INTERMEDIATE SCHOOL DISTRICT
MI	SHIAWASSEE REGIONAL ESD
MI	QUINCY COMMUNITY SCHOOLS
MI	ONTONAGON AREA SCHOOL DISTRICT
MI	DETOUR AREA SCHOOLS
MI	CASEVILLE PUBLIC SCHOOLS
MI	MAR LEE SCHOOL DISTRICT
MI	HERITAGE SOUTHWEST INTERMEDIATE SCHOOL DISTRICT
MI	EWEN-TROUT CREEK CONSOLIDATED SCHOOL DISTRICT
MI	GRATIOT-ISABELLA RESD
MI	NORTHPORT PUBLIC SCHOOL DISTRICT
MI	ONAWAY AREA COMMUNITY SCHOOL DISTRICT
MI	SOUTHFIELD PUBLIC SCHOOL DISTRICT
MI	EAST CHINA SCHOOL DISTRICT
MI	PONTIAC CITY SCHOOL DISTRICT
MI	ALLEGAN AREA EDUCATIONAL SERVICE AGENCY
MI	HAMILTON COMMUNITY SCHOOLS
MI	CHARLOTTE PUBLIC SCHOOLS
MI	LINDEN COMMUNITY SCHOOLS
MI	GLADWIN COMMUNITY SCHOOLS
MI	KALKASKA PUBLIC SCHOOLS
MI	HOUGHTON LAKE COMMUNITY SCHOOLS
MI	MAPLE VALLEY SCHOOLS
MI	CASSOPOLIS PUBLIC SCHOOLS
MI	NEW BUFFALO AREA SCHOOLS
MI	BEAL CITY PUBLIC SCHOOLS
MI	REESE PUBLIC SCHOOLS
MI	OWENDALE-GAGETOWN AREA SCHOOL DISTRICT
MI	ALLEGAN AREA EDUCATIONAL SERVICE AGENCY
MI	TEKONSHA COMMUNITY SCHOOLS
MI	ALCONA COMMUNITY SCHOOLS
MI	GENESEE SCHOOL DISTRICT
MI	INLAND LAKES SCHOOLS
MI	MORENCI AREA SCHOOLS
MI	BRIMLEY AREA SCHOOLS

Eligible School Districts as of Information Available 7/25/2023

MI	BELLEVUE COMMUNITY SCHOOLS
MN	INTERMEDIATE SCHOOL DISTRICT 287
MN	ST. CLOUD PUBLIC SCHOOL DISTRICT
MN	INTERMEDIATE SCHOOL DISTRICT 287
MN	ROCORI PUBLIC SCHOOL DISTRICT
MN	LONG PRAIRIE-GREY EAGLE SCHOOL DIST
MN	LYLE PUBLIC SCHOOL DISTRICT
MO	SPRINGFIELD R-XII
MO	FRANCIS HOWELL R-III
MO	PARKWAY C-2
MO	MOUNTAIN GROVE R-III
MO	AVA R-I
MS	RANKIN CO SCHOOL DIST
MS	LAMAR COUNTY SCHOOL DISTRICT
MS	LAUDERDALE CO SCHOOL DIST
MS	HANCOCK CO SCHOOL DIST
MS	HATTIESBURG PUBLIC SCHOOL DIST
MS	PEARL PUBLIC SCHOOL DISTRICT
MS	COLUMBUS MUNICIPAL SCHOOL DIST
MS	JONES CO SCHOOL DIST
MS	VICKSBURG WARREN SCHOOL DIST
MS	QUITMAN SCHOOL DIST
MS	PASS CHRISTIAN PUBLIC SCHOOL DIST
MS	JEFFERSON CO SCHOOL DIST
MS	GREENWOOD-LEFLORE CONS SCH DISTRICT
MS	YAZOO CO SCHOOL DIST
MS	MERIDIAN PUBLIC SCHOOLS
MS	WEST BOLIVAR CONS SCHOOL DIST
MS	ITAWAMBA COUNTY SCHOOL DIST
MS	ALCORN SCHOOL DIST
MS	AMITE COUNTY SCHOOL DISTRICT
MS	NATCHEZ-ADAMS SCHOOL DISTRICT
MS	ABERDEEN SCHOOL DIST
MS	COVINGTON COUNTY SCHOOL DISTRICT
MS	SOUTH TIPPAAH SCHOOL DIST
MS	OKOLONA SEPARATE SCHOOL DIST
MS	CHICKASAW COUNTY SCHOOL DISTRICT
MS	SOUTH PIKE SCHOOL DIST
MS	RICHTON SCHOOL DIST
MS	AMORY SCHOOL DIST
MS	JEFFERSON DAVIS CO SCHOOL DIST
MS	PERRY CO SCHOOL DIST
MS	BOONEVILLE SCHOOL DIST
MS	COAHOMA COUNTY SCHOOL DISTRICT
MS	NORTH TIPPAAH SCHOOL DIST
MS	BENTON CO SCHOOL DIST

Eligible School Districts as of Information Available 7/25/2023

MS	NEWTON MUNICIPAL SCHOOL DISTRICT
MS	HOLMES COUNTY CONSOLIDATED SD
MT	FRENCHTOWN K-12 SCHOOLS
MT	ST IGNATIUS K-12 SCHOOLS
MT	FAIRFIELD H S
MT	NOXON ELEM
NC	WAKE COUNTY SCHOOLS
NC	PITT COUNTY SCHOOLS
NC	PUBLIC SCHOOLS OF ROBESON COUNTY
NC	WILSON COUNTY SCHOOLS
NC	ROCKINGHAM COUNTY SCHOOLS
NC	KANNAPOLIS CITY SCHOOLS
NC	CHEROKEE COUNTY SCHOOLS
NC	WARREN COUNTY SCHOOLS
NE	LINCOLN PUBLIC SCHOOLS
NE	BAYARD PUBLIC SCHOOLS
NE	SUTHERLAND PUBLIC SCHOOLS
NE	BRADY PUBLIC SCHOOLS
NH	ROCHESTER SCHOOL DISTRICT
NH	SANBORN REGIONAL SCHOOL DISTRICT
NJ	PATERSON PUBLIC SCHOOL DISTRICT
NJ	FREEHOLD REGIONAL HIGH SCHOOL DISTRICT
NJ	TOMS RIVER REGIONAL SCHOOL DISTRICT
NJ	FRANKLIN TOWNSHIP PUBLIC SCHOOL DISTRICT
NJ	UNION CITY SCHOOL DISTRICT
NJ	HAMILTON TOWNSHIP PUBLIC SCHOOL DISTRICT
NJ	PEMBERTON TOWNSHIP SCHOOL DISTRICT
NJ	WEST DEPTFORD TOWNSHIP SCHOOL DISTRICT
NJ	CINNAMINSON TOWNSHIP SCHOOL DISTRICT
NJ	MAPLE SHADE SCHOOL DISTRICT
NJ	DELSEA REGIONAL HIGH SCHOOL DISTRICT
NJ	BUENA REGIONAL SCHOOL DISTRICT
NJ	WOODSTOWN-PILES GROVE REGIONAL SCHOOL DISTRICT
NJ	HACKENSACK SCHOOL DISTRICT
NJ	BURLINGTON TOWNSHIP SCHOOL DISTRICT
NJ	BARNEGAT TOWNSHIP SCHOOL DISTRICT
NJ	LUMBERTON TOWNSHIP BOARD OF EDUCATION
NJ	RANOCAS VALLEY REGIONAL HIGH SCHOOL DISTRICT
NJ	GLEN ROCK PUBLIC SCHOOL DISTRICT
NJ	VOORHEES TOWNSHIP SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NJ	NORTHERN HIGHLANDS REGIONAL HIGH SCHOOL DISTRICT
NJ	GLOUCESTER CITY PUBLIC SCHOOL DISTRICT
NJ	CLAYTON PUBLIC SCHOOL DISTRICT
NJ	PASSAIC COUNTY MANCHESTER REGIONAL HIGH SCHOOL DISTRICT
NM	ALAMOGORDO PUBLIC SCHOOLS
NM	BELEN CONSOLIDATED SCHOOLS
NM	ESPANOLA PUBLIC SCHOOLS
NM	SILVER CONSOLIDATED SCHOOLS
NM	POJOAQUE VALLEY PUBLIC SCHOOLS
NM	SOCORRO CONSOLIDATED SCHOOLS
NM	LOGAN MUNICIPAL SCHOOLS
NM	RAMAH NAVAJO SCHOOL BOARD
NM	LAKE ARTHUR MUNICIPAL SCHOOLS
NV	CLARK COUNTY SCHOOL DISTRICT
NV	LANDER COUNTY SCHOOL DISTRICT
NY	NEW YORK CITY PUBLIC SCHOOLS
NY	SYRACUSE CITY SCHOOL DISTRICT
NY	GREECE CENTRAL SCHOOL DISTRICT
NY	SEWANHAKA CENTRAL HIGH SCHOOL DISTRICT
NY	SHENENDEHOWA CENTRAL SCHOOL DISTRICT
NY	WEBSTER CENTRAL SCHOOL DISTRICT
NY	THREE VILLAGE CENTRAL SCHOOL DISTRICT
NY	WEST SENECA CENTRAL SCHOOL DISTRICT
NY	ROME CITY SCHOOL DISTRICT
NY	CONNETHQUOT CENTRAL SCHOOL DISTRICT
NY	BALDWINVILLE CENTRAL SCHOOL DISTRICT
NY	PLAINVIEW-OLD BETHPAGE CENTRAL SCHOOL DISTRICT
NY	JAMESTOWN CITY SCHOOL DISTRICT
NY	HUNTINGTON UNION FREE SCHOOL DISTRICT
NY	VICTOR CENTRAL SCHOOL DISTRICT
NY	WEST IRONDEQUOIT CENTRAL SCHOOL DISTRICT
NY	WATERTOWN CITY SCHOOL DISTRICT
NY	POUGHKEEPSIE CITY SCHOOL DISTRICT
NY	UNION-ENDICOTT CENTRAL SCHOOL DISTRICT
NY	CENTRAL SQUARE CENTRAL SCHOOL DISTRICT
NY	EAST SYRACUSE MINOA CENTRAL SCHOOL DISTRICT
NY	FULTON CITY SCHOOL DISTRICT
NY	WHITESBORO CENTRAL SCHOOL DISTRICT
NY	VESTAL CENTRAL SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NY	LONG BEACH CITY SCHOOL DISTRICT
NY	MONROE 2-ORLEANS BOCES
NY	INDIAN RIVER CENTRAL SCHOOL DISTRICT
NY	SCHUYLER-STEUBEN-CHEMUNG-TIOGA-ALLEGANY BOCES
NY	BROOME-DELAWARE-TIOGA BOCES
NY	EAST IRONDEQUOIT CENTRAL SCHOOL DISTRICT
NY	NEW HARTFORD CENTRAL SCHOOL DISTRICT
NY	ROCKY POINT UNION FREE SCHOOL DISTRICT
NY	CARTHAGE CENTRAL SCHOOL DISTRICT
NY	MAINE-ENDWELL CENTRAL SCHOOL DISTRICT
NY	HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT
NY	BATAVIA CITY SCHOOL DISTRICT
NY	SHOREHAM-WADING RIVER CENTRAL SCHOOL DISTRICT
NY	CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT
NY	ONEIDA CITY SCHOOL DISTRICT
NY	MEXICO CENTRAL SCHOOL DISTRICT
NY	CAMDEN CENTRAL SCHOOL DISTRICT
NY	WEST HEMPSTEAD UNION FREE SCHOOL DISTRICT
NY	CHITTENANGO CENTRAL SCHOOL DISTRICT
NY	PALMYRA-MACEDON CENTRAL SCHOOL DISTRICT
NY	SOUTH JEFFERSON CENTRAL SCHOOL DISTRICT
NY	MALVERNE UNION FREE SCHOOL DISTRICT
NY	WESTHILL CENTRAL SCHOOL DISTRICT
NY	TONAWANDA CITY SCHOOL DISTRICT
NY	SCHALMONT CENTRAL SCHOOL DISTRICT
NY	ONEIDA-HERKIMER-MADISON BOCES
NY	CHENANGO VALLEY CENTRAL SCHOOL DISTRICT
NY	PHELPS-CLIFTON SPRINGS CENTRAL SCHOOL DISTRICT
NY	WINDSOR CENTRAL SCHOOL DISTRICT
NY	WATERLOO CENTRAL SCHOOL DISTRICT
NY	SOUTHAMPTON UNION FREE SCHOOL DISTRICT
NY	RUSH-HENRIETTA CENTRAL SCHOOL DISTRICT
NY	HORNELL CITY SCHOOL DISTRICT
NY	OGDENSBURG CITY SCHOOL DISTRICT
NY	ITHACA CITY SCHOOL DISTRICT
NY	SOLVAY UNION FREE SCHOOL DISTRICT
NY	GOUVERNEUR CENTRAL SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NY	CHENANGO FORKS CENTRAL SCHOOL DISTRICT
NY	HOLLAND PATENT CENTRAL SCHOOL DISTRICT
NY	CANASTOTA CENTRAL SCHOOL DISTRICT
NY	DANVILLE CENTRAL SCHOOL DISTRICT
NY	GENERAL BROWN CENTRAL SCHOOL DISTRICT
NY	PENN YAN CENTRAL SCHOOL DISTRICT
NY	EDEN CENTRAL SCHOOL DISTRICT
NY	POTSDAM CENTRAL SCHOOL DISTRICT
NY	ADIRONDACK CENTRAL SCHOOL DISTRICT
NY	LOWVILLE ACADEMY & CENTRAL SCHOOL DISTRICT
NY	WEST GENESEE CENTRAL SCHOOL DISTRICT
NY	SOUTHWESTERN CENTRAL SCHOOL DISTRICT AT JAMESTOWN
NY	AUBURN CITY SCHOOL DISTRICT
NY	CANTON CENTRAL SCHOOL DISTRICT
NY	SAINT LAWRENCE-LEWIS BOCES
NY	SIDNEY CENTRAL SCHOOL DISTRICT
NY	CLINTON CENTRAL SCHOOL DISTRICT
NY	MOUNT MARKHAM CENTRAL SCHOOL DISTRICT
NY	FAYETTEVILLE-MANLIUS CENTRAL SCHOOL DISTRICT
NY	WILLIAMSON CENTRAL SCHOOL DISTRICT
NY	EAST GREENBUSH CENTRAL SCHOOL DISTRICT
NY	HORSEHEADS CENTRAL SCHOOL DISTRICT
NY	OSWEGO CITY SCHOOL DISTRICT
NY	MADISON-ONEIDA BOCES
NY	SODUS CENTRAL SCHOOL DISTRICT
NY	BRASHER FALLS CENTRAL SCHOOL DISTRICT
NY	NORWOOD-NORFOLK CENTRAL SCHOOL DISTRICT
NY	SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT
NY	LYONS CENTRAL SCHOOL DISTRICT
NY	WESTMORELAND CENTRAL SCHOOL DISTRICT
NY	FRANKFORT-SCHUYLER CENTRAL SCHOOL DISTRICT
NY	LAFAYETTE CENTRAL SCHOOL DISTRICT
NY	DOLGEVILLE CENTRAL SCHOOL DISTRICT
NY	EAST BLOOMFIELD CENTRAL SCHOOL DISTRICT
NY	CATTARAUGUS-LITTLE VALLEY CENTRAL SCHOOL DISTRICT
NY	THOUSAND ISLANDS CENTRAL SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NY	DELAWARE-CHENANGO-MADISON-OTSEGO BOCES
NY	ONONDAGA CENTRAL SCHOOL DISTRICT
NY	BEAVER RIVER CENTRAL SCHOOL DISTRICT
NY	CATO-MERIDIAN CENTRAL SCHOOL DISTRICT
NY	BAINBRIDGE-GUILFORD CENTRAL SCHOOL DISTRICT
NY	RANDOLPH CENTRAL SCHOOL DISTRICT
NY	TOMPKINS-SENECA-TIOGA BOCES
NY	NEWFIELD CENTRAL SCHOOL DISTRICT
NY	CANANDAIGUA CITY SCHOOL DISTRICT
NY	KENDALL CENTRAL SCHOOL DISTRICT
NY	ALEXANDER CENTRAL SCHOOL DISTRICT
NY	OAKFIELD-ALABAMA CENTRAL SCHOOL DISTRICT
NY	MASSENA CENTRAL SCHOOL DISTRICT
NY	MARATHON CENTRAL SCHOOL DISTRICT
NY	JAMESVILLE-DEWITT CENTRAL SCHOOL DISTRICT
NY	ORISKANY CENTRAL SCHOOL DISTRICT
NY	NEW YORK MILLS UNION FREE SCHOOL DISTRICT
NY	MADRID-WADDINGTON CENTRAL SCHOOL DISTRICT
NY	EDWARDS-KNOX CENTRAL SCHOOL DISTRICT
NY	RENAISSANCE CHARTER SCHOOL
NY	ALEXANDRIA CENTRAL SCHOOL DISTRICT
NY	HAMILTON CENTRAL SCHOOL DISTRICT
NY	MORRISVILLE-EATON CENTRAL SCHOOL DISTRICT
NY	POLAND CENTRAL SCHOOL DISTRICT
NY	MOUNT MORRIS CENTRAL SCHOOL DISTRICT
NY	PARISHVILLE-HOPKINTON CENTRAL SCHOOL DISTRICT
NY	ONEONTA CITY SCHOOL DISTRICT
NY	COBLESKILL-RICHMONDVILLE CENTRAL SCHOOL DISTRICT
NY	LA FARGEVILLE CENTRAL SCHOOL DISTRICT
NY	MADISON CENTRAL SCHOOL DISTRICT
NY	BELLEVILLE-HENDERSON CENTRAL SCHOOL DISTRICT
NY	CLIFTON-FINE CENTRAL SCHOOL DISTRICT
NY	COPENHAGEN CENTRAL SCHOOL DISTRICT
NY	HERMON-DEKALB CENTRAL SCHOOL DISTRICT
NY	OTSEGO-DELAWARE-SCHOHARIE-GREENE BOCES
NY	WAVERLY CENTRAL SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NY	SACKETS HARBOR CENTRAL SCHOOL DISTRICT
NY	SULLIVAN BOCES
NY	COLTON-PIERREPONT CENTRAL SCHOOL DISTRICT
NY	DERUYTER CENTRAL SCHOOL DISTRICT
NY	HINSDALE CENTRAL SCHOOL DISTRICT
NY	BATH CENTRAL SCHOOL DISTRICT
NY	MORRISTOWN CENTRAL SCHOOL DISTRICT
NY	WORCESTER CENTRAL SCHOOL DISTRICT
NY	CATSKILL CENTRAL SCHOOL DISTRICT
NY	COXSACKIE-ATHENS CENTRAL SCHOOL DISTRICT
NY	GEORGETOWN-SOUTH OTSELIC CENTRAL SCHOOL DISTRICT
NY	CROWN POINT CENTRAL SCHOOL DISTRICT
NY	LAURENS CENTRAL SCHOOL DISTRICT
NY	TOWN OF WEBB UNION FREE SCHOOL DISTRICT
NY	ROXBURY CENTRAL SCHOOL DISTRICT
NY	NEWARK VALLEY CENTRAL SCHOOL DISTRICT
NY	HERKIMER CENTRAL SCHOOL DISTRICT
NY	HANCOCK CENTRAL SCHOOL DISTRICT
NY	EDMESTON CENTRAL SCHOOL DISTRICT
NY	PRATTSBURGH CENTRAL SCHOOL DISTRICT
NY	CHARLOTTE VALLEY CENTRAL SCHOOL DISTRICT
NY	STOCKBRIDGE VALLEY CENTRAL SCHOOL DISTRICT
NY	ARKPORT CENTRAL SCHOOL DISTRICT
NY	AFTON CENTRAL SCHOOL DISTRICT
NY	DEPOSIT CENTRAL SCHOOL DISTRICT
NY	MCGRAW CENTRAL SCHOOL DISTRICT
NY	ALFRED-ALMOND CENTRAL SCHOOL DISTRICT
NY	MARION CENTRAL SCHOOL DISTRICT
NY	DELAWARE ACADEMY CENTRAL SCHOOL DISTRICT AT DELHI
NY	ODESSA-MONTOUR CENTRAL SCHOOL DISTRICT
NY	CAMPBELL-SAVONA CENTRAL SCHOOL DISTRICT
NY	GREENE CENTRAL SCHOOL DISTRICT
NY	CANISTEO-GREENWOOD CSD
NY	LYNCOURT UNION FREE SCHOOL DISTRICT
NY	ANDOVER CENTRAL SCHOOL DISTRICT
NY	CHATEAUGAY CENTRAL SCHOOL DISTRICT
NY	CANASERAGA CENTRAL SCHOOL DISTRICT
NY	CINCINNATUS CENTRAL SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

NY	GILBERTSVILLE-MOUNT UPTON CENTRAL SCHOOL DISTRICT
NY	JASPER-TROUPSBURG CENTRAL SCHOOL DISTRICT
NY	WATKINS GLEN CENTRAL SCHOOL DISTRICT
NY	AVOCA CENTRAL SCHOOL DISTRICT
NY	TICONDEROGA CENTRAL SCHOOL DISTRICT
NY	SPENCER-VAN ETTEN CENTRAL SCHOOL DISTRICT
NY	FRANKLIN CENTRAL SCHOOL DISTRICT
NY	GILBOA-CONESVILLE CENTRAL SCHOOL DISTRICT
NY	JEFFERSON CENTRAL SCHOOL DISTRICT
NY	WALTON CENTRAL SCHOOL DISTRICT
NY	TIOGA CENTRAL SCHOOL DISTRICT
NY	SCHENEVUS CENTRAL SCHOOL DISTRICT
NY	STAMFORD CENTRAL SCHOOL DISTRICT
NY	DOWNSVILLE CENTRAL SCHOOL DISTRICT
NY	MILFORD CENTRAL SCHOOL DISTRICT
NY	OXFORD ACADEMY AND CENTRAL SCHOOL DISTRICT
NY	ROSCOE CENTRAL SCHOOL DISTRICT
NY	LIVINGSTON MANOR CENTRAL SCHOOL DISTRICT
NY	ELMIRA HEIGHTS CENTRAL SCHOOL DISTRICT
NY	OTEGO-UNADILLA CENTRAL SCHOOL DISTRICT
NY	WEST VALLEY CENTRAL SCHOOL DISTRICT
NY	FILLMORE CENTRAL SCHOOL DISTRICT
NY	FABIUS-POMPEY CENTRAL SCHOOL DISTRICT
NY	SUMMIT SCHOOL
OH	CANTON CITY
OH	NORTHWEST LOCAL
OH	PLAIN LOCAL
OH	JACKSON LOCAL
OH	WADSWORTH CITY
OH	NORTH CANTON CITY
OH	EDUCATIONAL SERVICE CENTER OF THE WESTERN RESERVE
OH	MASSILLON CITY
OH	GREEN LOCAL
OH	WOOSTER CITY
OH	LAKE LOCAL
OH	FRANKLIN CITY
OH	ALLIANCE CITY
OH	LOUISVILLE CITY
OH	STEBENVILLE CITY
OH	MARLINGTON LOCAL

Eligible School Districts as of Information Available 7/25/2023

OH	CLOVERLEAF LOCAL
OH	WEST HOLMES LOCAL
OH	BLOOM-CARROLL LOCAL
OH	CANTON LOCAL
OH	SOUTHEAST LOCAL
OH	MINERVA LOCAL
OH	TRIWAY LOCAL
OH	ORRVILLE CITY
OH	AUBURN
OH	SANDY VALLEY LOCAL
OH	EDISON LOCAL
OH	NORWAYNE LOCAL
OH	FAIRLESS LOCAL
OH	CHIPPEWA LOCAL
OH	NORTHWESTERN LOCAL
OH	LIBERTY LOCAL
OH	TUSLAW LOCAL
OH	WOOD COUNTY ESC
OH	GREEN LOCAL
OH	RITTMAN EXEMPTED VILLAGE
OH	WAYNE COUNTY JVSD
OH	STARK COUNTY AREA
OH	ROOTSTOWN LOCAL
OH	BLACK RIVER LOCAL
OH	DALTON LOCAL
OH	NEWCOMERSTOWN EXEMPTED VILLAGE
OH	OSNABURG LOCAL
OH	SIDNEY CITY
OH	HICKSVILLE EXEMPTED VILLAGE
OH	BROWN LOCAL
OH	STRASBURG-FRANKLIN LOCAL
OH	CLYDE-GREEN SPRINGS EXEMPTED VILLAGE
OH	ZENITH ACADEMY
OH	BELMONT-HARRISON
OH	PICKAWAY COUNTY ESC
OH	OHIO VALLEY ESC
OH	PIKE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
OH	KELLEYS ISLAND LOCAL
OH	ZENITH ACADEMY EAST
OH	HILLSDALE LOCAL
OH	MAPLETON LOCAL
OK	TULSA
OK	EDMOND
OK	NORMAN
OK	MIDWEST CITY-DEL CITY
OK	JENKS

Eligible School Districts as of Information Available 7/25/2023

OK	ENID
OK	YUKON
OK	DEER CREEK
OK	BIXBY
OK	SHAWNEE
OK	TAHLEQUAH
OK	NOBLE
OK	WOODWARD
OK	ELGIN
OK	NEWCASTLE
OK	CHICKASHA
OK	TUTTLE
OK	HILLDALE
OK	BRIDGE CREEK
OK	MADILL
OK	SEMINOLE
OK	PAULS VALLEY
OK	DICKSON
OK	NORTH ROCK CREEK
OK	CHECOTAH
OK	HUGO
OK	BETHEL
OK	MARIETTA
OK	LITTLE AXE
OK	BEGGS
OK	COMANCHE
OK	COLBERT
OK	TISHOMINGO
OK	MILLWOOD
OK	CANEY VALLEY
OK	VALLIANT
OK	KANSAS
OK	HEAVENER
OK	COMMERCE
OK	CASHION
OK	TALIHINA
OK	WARNER
OK	HULBERT
OK	OKARCHE
OK	CALERA
OK	KONAWA
OK	PIONEER
OK	CADDO
OK	GRACEMONT
OK	DOVER
OK	SAVANNA
OK	FORT TOWSON

Eligible School Districts as of Information Available 7/25/2023

OK	ALLEN
OK	FOREST GROVE
OK	CHISHOLM TRAIL TECHNOLOGY CTR
OK	BUFFALO
OK	SPRINGER
OK	MAUD
OK	CHEYENNE
OK	DAVENPORT
OK	JENNINGS
OK	CARNEGIE
OK	GOODWELL
OK	QUINTON
OK	TIMBERLAKE
OK	TUPELO
OK	MARYETTA
OK	WAPANUCKA
OK	SHADY POINT
OK	HANNA
OK	BENNINGTON
OK	BRIGGS
OK	WETUMKA
OK	CRESCENT
OK	WEWOKA
OK	LINDSAY
OR	PORTLAND SD 1J
OR	SALEM-KEIZER SD 24J
OR	BEND-LAPINE ADMINISTRATIVE SD 1
OR	EUGENE SD 4J
OR	REDMOND SD 2J
OR	MCMINNVILLE SD 40
OR	SILVER FALLS SD 4J
OR	DALLAS SD 2
OR	CASCADE SD 5
OR	NORTH SANTIAM SD 29J
OR	GERVAIS SD 1
OR	NORTH MARION SD 15
OR	SHERIDAN SD 48J
OR	SISTERS SD 6
OR	YAMHILL CARLTON SD 1
OR	DAYTON SD 8
OR	WILLAMINA SD 30J
OR	JEFFERSON SD 14J
OR	MT ANGEL SD 91
OR	ST PAUL SD 45
PA	PHILADELPHIA CITY SD
PA	PITTSBURGH SD
PA	CENTRAL BUCKS SD

Eligible School Districts as of Information Available 7/25/2023

PA	DOWNINGTOWN AREA SD
PA	HAZLETON AREA SD
PA	ERIE CITY SD
PA	NESHAMINY SD
PA	PENNRIDGE SD
PA	SENECA VALLEY SD
PA	WILKES-BARRE AREA SD
PA	BENSALEM TOWNSHIP SD
PA	BUTLER AREA SD
PA	COATESVILLE AREA SD
PA	MT LEBANON SD
PA	RED LION AREA SD
PA	CENTENNIAL SD
PA	QUAKERTOWN COMMUNITY SD
PA	MIFFLIN COUNTY SD
PA	WARREN COUNTY SD
PA	NORTH HILLS SD
PA	WYOMING VALLEY WEST SD
PA	CRAWFORD CENTRAL SD
PA	PLEASANT VALLEY SD
PA	OXFORD AREA SD
PA	MARS AREA SD
PA	PENNCREST SD
PA	PITTSTON AREA SD
PA	WOODLAND HILLS SD
PA	MCKEESPORT AREA SD
PA	NEW CASTLE AREA SD
PA	RINGGOLD SD
PA	CRESTWOOD SD
PA	SOUTH BUTLER COUNTY SD
PA	GENERAL MCLANE SD
PA	TUNKHANNOCK AREA SD
PA	SLIPPERY ROCK AREA SD
PA	SAUCON VALLEY SD
PA	MOHAWK AREA SD
PA	RIVERSIDE SD
PA	KARNS CITY AREA SD
PA	BROWNSVILLE AREA SD
PA	DUNMORE SD
PA	BRENTWOOD BOROUGH SD
PA	LAUREL SD
PA	MONITEAU SD
PA	NESHANNOCK TOWNSHIP SD
PA	WILMINGTON AREA SD
PA	SHENANGO AREA SD
PA	KISKI AREA SD
PA	BURGETTSTOWN AREA SD

Eligible School Districts as of Information Available 7/25/2023

PA	WEST MIDDLESEX AREA SD
PA	INDIANA AREA SD
PA	GREATER JOHNSTOWN SD
PA	AVELLA AREA SD
PA	AMBRIDGE AREA SD
PA	BLACKHAWK SD
PA	LAWRENCE COUNTY CTC
PA	FREEPORT AREA SD
PA	PENN CAMBRIA SD
PA	BEDFORD AREA SD
PA	MID VALLEY SD
PA	FOREST HILLS SD
PA	WINDBER AREA SD
PA	APOLLO-RIDGE SD
PA	MIDDLE BUCKS INSTITUTE OF TECHNOLOGY
PA	GREATER JOHNSTOWN CTC
PA	FRANKLIN COUNTY CTC
PA	SAYRE AREA SD
PA	BERLIN BROTHERSVALLEY SD
PA	HUNTINGDON COUNTY CTC
PA	SALISBURY-ELK LICK SD
PA	MEYERSDALE AREA SD
PA	HOMER-CENTER SD
PA	WALLINGFORD-SWARTHMORE SD
PA	FANNETT-METAL SD
RI	NARRAGANSETT
RI	CUMBERLAND
SC	GREENVILLE 01
SC	CHARLESTON 01
SC	HORRY 01
SC	BERKELEY 01
SC	RICHLAND 02
SC	LEXINGTON 01
SC	RICHLAND 01
SC	DORCHESTER 02
SC	YORK 03
SC	YORK 04
SC	FLORENCE 01
SC	PICKENS 01
SC	SUMTER 01
SC	ORANGEBURG
SC	ANDERSON 05
SC	KERSHAW 01
SC	SPARTANBURG 06
SC	OCONEE 01
SC	SPARTANBURG 02

Eligible School Districts as of Information Available 7/25/2023

SC	ANDERSON 01
SC	GEORGETOWN 01
SC	LEXINGTON 02
SC	CHEROKEE 01
SC	YORK 02
SC	CHESTERFIELD 01
SC	CHESTER 01
SC	YORK 01
SC	COLLETON 01
SC	DILLON 04
SC	MARLBORO 01
SC	HAMPTON 01
SC	FAIRFIELD 01
SC	SPARTANBURG 04
SC	ANDERSON 03
SC	DORCHESTER 04
SC	CLARENDON 04
SC	JASPER 01
SC	LEE 01
SC	CALHOUN 01
SC	GREENWOOD 52
SC	GREENWOOD 51
TN	KNOX COUNTY
TN	MONTGOMERY COUNTY
TN	SEVIER COUNTY
TN	PUTNAM COUNTY
TN	TIPTON COUNTY
TN	SHELBY COUNTY
TN	SULLIVAN COUNTY
TN	ROANE COUNTY
TN	COLLIERVILLE
TN	CUMBERLAND COUNTY
TN	GREENE COUNTY
TN	WARREN COUNTY
TN	CLAIBORNE COUNTY
TN	BRISTOL
TN	LINCOLN COUNTY
TN	HARDEMAN COUNTY SCHOOLS
TN	OBION COUNTY
TN	HUMPHREYS COUNTY
TN	GREENEVILLE
TN	CHESTER COUNTY
TN	ELIZABETHTON
TN	MILLINGTON MUNICIPAL SCHOOLS
TN	CANNON COUNTY
TN	LENOIR CITY
TN	CROCKETT COUNTY

Eligible School Districts as of Information Available 7/25/2023

TN	BLEDSON COUNTY
TN	ONEIDA
TN	HICKMAN COUNTY
TN	JOHNSON COUNTY
TN	STEWART COUNTY
TN	ALCOA
TN	ETOWAH
TN	SWEETWATER
TX	CARLISLE ISD
UT	ALPINE DISTRICT
UT	DAVIS DISTRICT
UT	GRANITE DISTRICT
UT	JORDAN DISTRICT
UT	WASHINGTON DISTRICT
UT	NEBO DISTRICT
UT	CANYONS DISTRICT
UT	WEBER DISTRICT
UT	SALT LAKE DISTRICT
UT	TOOELE DISTRICT
UT	CACHE DISTRICT
UT	PROVO DISTRICT
UT	OGDEN CITY DISTRICT
UT	BOX ELDER DISTRICT
UT	IRON DISTRICT
UT	WASATCH DISTRICT
UT	MURRAY DISTRICT
UT	UINTAH DISTRICT
UT	DUCHESNE DISTRICT
UT	SEVIER DISTRICT
UT	LOGAN CITY DISTRICT
UT	AMERICAN PREPARATORY ACADEMY
UT	JUAB DISTRICT
UT	MILLARD DISTRICT
UT	SOUTH SANPETE DISTRICT
UT	NORTH SANPETE DISTRICT
UT	EMERY DISTRICT
UT	KANE DISTRICT
UT	BEAVER DISTRICT
UT	GARFIELD DISTRICT
UT	ASCENT ACADEMIES OF UTAH
UT	SOUTH SUMMIT DISTRICT
UT	GRAND DISTRICT
UT	FREEDOM PREPARATORY ACADEMY
UT	AMERICAN LEADERSHIP ACADEMY
UT	NORTH SUMMIT DISTRICT
UT	HAWTHORN ACADEMY
UT	TINTIC DISTRICT

Eligible School Districts as of Information Available 7/25/2023

UT	RICH DISTRICT
UT	WAYNE DISTRICT
UT	LINCOLN ACADEMY
UT	MONTICELLO ACADEMY
UT	DAGGETT DISTRICT
UT	EAST HOLLYWOOD HIGH
UT	FAST FORWARD HIGH
UT	ROCKWELL CHARTER HIGH SCHOOL
UT	CANYON RIM ACADEMY
VA	FAIRFAX CO PBLC SCHS
VA	PRINCE WILLIAM CO PBLC SCHS
VA	LOUDOUN CO PBLC SCHS
VA	VA BEACH CITY PBLC SCHS
VA	SCOTT CO PBLC SCHS
VA	WYTHE CO PBLC SCHS
VA	LEE CO PBLC SCHS
VA	RADFORD CITY PBLC SCHS
VA	SMYTH CO PBLC SCHS
VT	ESSEX-WESTFORD SUPERVISORY DISTRICT
VT	CHAMPLAIN VALLEY SUPERVISORY DISTRICT
VT	BURLINGTON SUPERVISORY DISTRICT
VT	NORTH COUNTRY SUPERVISORY UNION
VT	WINDHAM SOUTHEAST SUPERVISORY UNION
VT	MAPLE RUN SUPERVISORY DISTRICT
VT	MOUNT MANSFIELD UNIFIED UNION SCHOOL DISTRICT #401
VT	SOUTH BURLINGTON SUPERVISORY DISTRICT
VT	ADDISON CENTRAL SUPERVISORY UNION
VT	FRANKLIN NORTHEAST SUPERVISORY UNION
VT	RUTLAND CITY SUPERVISORY DISTRICT
VT	ORANGE EAST SUPERVISORY UNION
VT	COLCHESTER SCHOOL DISTRICT
VT	BARRE SUPERVISORY UNION
VT	LAMOILLE NORTH MODIFIED USD #058B
VT	GREATER RUTLAND COUNTY SUPERVISORY UNION
VT	LAMOILLE SOUTH SUPERVISORY UNION
VT	CALEDONIA CENTRAL SUPERVISORY UNION
VT	WHITE RIVER VALLEY SUPERVISORY UNION
VT	KINGDOM EAST SUPERVISORY DISTRICT
VT	MISSISQUOI VALLEY SCHOOL DISTRICT (SUPERVISORY)
VT	ORLEANS CENTRAL SUPERVISORY UNION
VT	RUTLAND NORTHEAST SUPERVISORY UNION

Eligible School Districts as of Information Available 7/25/2023

VT	MT. ABRAHAM UNIFIED SCHOOL DISTRICT (SUPERVISORY)
VT	FRANKLIN WEST SUPERVISORY UNION
VT	SLATE VALLEY UNIFIED UNION SCHOOL DISTRICT (SUPERVISORY)
VT	HARTFORD SUPERVISORY DISTRICT
VT	WINDHAM CENTRAL SUPERVISORY UNION
VT	MILTON SUPERVISORY DISTRICT
VT	WINDHAM NORTHEAST SUPERVISORY UNION
VT	ORANGE SOUTHWEST SUPERVISORY UNION
VT	TWO RIVERS SUPERVISORY UNION
VT	MONTPELIER ROXBURY SUPERVISORY DISTRICT
VT	MILL RIVER UNIFIED UNION SUPERVISORY DISTRICT
VT	SPRINGFIELD SUPERVISORY DISTRICT
VT	WINDSOR SOUTHEAST SUPERVISORY UNION
VT	ADDISON NORTHWEST SUPERVISORY UNION
VT	WINOOSKI SUPERVISORY DISTRICT
VT	WINDHAM SOUTHWEST SUPERVISORY UNION
VT	GRAND ISLE SUPERVISORY UNION
WA	SEATTLE SCHOOL DISTRICT NO. 1
WA	SPOKANE SCHOOL DISTRICT
WA	KENT SCHOOL DISTRICT
WA	EVERGREEN SCHOOL DISTRICT (CLARK)
WA	HIGHLINE SCHOOL DISTRICT
WA	BETHEL SCHOOL DISTRICT
WA	KENNEWICK SCHOOL DISTRICT
WA	AUBURN SCHOOL DISTRICT
WA	YAKIMA SCHOOL DISTRICT
WA	NORTH THURSTON PUBLIC SCHOOLS
WA	CLOVER PARK SCHOOL DISTRICT
WA	BATTLE GROUND SCHOOL DISTRICT
WA	BELLINGHAM SCHOOL DISTRICT
WA	MEAD SCHOOL DISTRICT
WA	PUYALLUP SCHOOL DISTRICT
WA	SHORELINE SCHOOL DISTRICT
WA	WENATCHEE SCHOOL DISTRICT
WA	TAHOMA SCHOOL DISTRICT
WA	CAMAS SCHOOL DISTRICT
WA	FRANKLIN PIERCE SCHOOL DISTRICT
WA	TUMWATER SCHOOL DISTRICT
WA	MOUNT VERNON SCHOOL DISTRICT
WA	WALLA WALLA PUBLIC SCHOOLS
WA	WEST VALLEY SCHOOL DISTRICT (YAKIMA)

Eligible School Districts as of Information Available 7/25/2023

WA	EASTMONT SCHOOL DISTRICT
WA	OAK HARBOR SCHOOL DISTRICT
WA	KELSO SCHOOL DISTRICT
WA	CHENEY SCHOOL DISTRICT
WA	YELM SCHOOL DISTRICT
WA	SEDRO-WOOLLEY SCHOOL DISTRICT
WA	FERNDALE SCHOOL DISTRICT
WA	UNIVERSITY PLACE SCHOOL DISTRICT
WA	QUILLAYUTE VALLEY SCHOOL DISTRICT
WA	BREMERTON SCHOOL DISTRICT
WA	WEST VALLEY SCHOOL DISTRICT (SPOKANE)
WA	PORT ANGELES SCHOOL DISTRICT
WA	EAST VALLEY SCHOOL DISTRICT (SPOKANE)
WA	CENTRALIA SCHOOL DISTRICT
WA	CHEHALIS SCHOOL DISTRICT
WA	STEILACOOM HIST. SCHOOL DISTRICT
WA	QUINCY SCHOOL DISTRICT
WA	EAST VALLEY SCHOOL DISTRICT (YAKIMA)
WA	NORTH MASON SCHOOL DISTRICT
WA	SEQUIM SCHOOL DISTRICT
WA	WOODLAND SCHOOL DISTRICT
WA	SULTAN SCHOOL DISTRICT
WA	PULLMAN SCHOOL DISTRICT
WA	BLAINE SCHOOL DISTRICT
WA	GRANITE FALLS SCHOOL DISTRICT
WA	GOLDENDALE SCHOOL DISTRICT
WA	LAKEWOOD SCHOOL DISTRICT
WA	VANCOUVER SCHOOL DISTRICT
WA	MOUNT BAKER SCHOOL DISTRICT
WA	ROCHESTER SCHOOL DISTRICT
WA	NOOKSACK VALLEY SCHOOL DISTRICT
WA	MERIDIAN SCHOOL DISTRICT
WA	HOQUIAM SCHOOL DISTRICT
WA	LAKE CHELAN SCHOOL DISTRICT
WA	CASCADE SCHOOL DISTRICT
WA	ARLINGTON SCHOOL DISTRICT
WA	NINE MILE FALLS SCHOOL DISTRICT
WA	WHITE SALMON VALLEY SCHOOL DISTRICT
WA	ZILLAH SCHOOL DISTRICT
WA	GRANGER SCHOOL DISTRICT
WA	CHIMACUM SCHOOL DISTRICT
WA	TOLEDO SCHOOL DISTRICT
WA	KALAMA SCHOOL DISTRICT
WA	CLE ELUM-ROSLYN SCHOOL DISTRICT
WA	WASHOUGAL SCHOOL DISTRICT
WA	KITTITAS SCHOOL DISTRICT
WA	DIERINGER SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

WA	REPUBLIC SCHOOL DISTRICT
WA	CONCRETE SCHOOL DISTRICT
WA	TOUTLE LAKE SCHOOL DISTRICT
WA	OAKVILLE SCHOOL DISTRICT
WA	REARDAN-EDWALL SCHOOL DISTRICT
WA	OCOSTA SCHOOL DISTRICT
WA	ADNA SCHOOL DISTRICT
WA	COLFAX SCHOOL DISTRICT
WA	ASOTIN-ANATONE SCHOOL DISTRICT
WA	QUILCENE SCHOOL DISTRICT
WA	LYLE SCHOOL DISTRICT
WA	WILLAPA VALLEY SCHOOL DISTRICT
WA	WATERVILLE SCHOOL DISTRICT
WA	WILBUR SCHOOL DISTRICT
WA	PORT TOWNSEND SCHOOL DISTRICT
WA	EASTON SCHOOL DISTRICT
WA	UNION GAP SCHOOL DISTRICT
WA	CRESTON SCHOOL DISTRICT
WA	KAHLOTUS SCHOOL DISTRICT
WA	LAMONT SCHOOL DISTRICT
WA	GRAPEVIEW SCHOOL DISTRICT
WA	SPRAGUE SCHOOL DISTRICT
WA	ONION CREEK SCHOOL DISTRICT
WA	CRESCENT SCHOOL DISTRICT
WI	MILWAUKEE SCHOOL DISTRICT
WI	MADISON METROPOLITAN SCHOOL DISTRICT
WI	KENOSHA SCHOOL DISTRICT
WI	GREEN BAY AREA PUBLIC SCHOOL DISTRICT
WI	RACINE UNIFIED SCHOOL DISTRICT
WI	EAU CLAIRE AREA SCHOOL DISTRICT
WI	SUN PRAIRIE AREA SCHOOL DISTRICT
WI	WEST ALLIS-WEST MILWAUKEE SCHOOL DISTRICT
WI	MCFARLAND SCHOOL DISTRICT
WI	BELOIT SCHOOL DISTRICT
WI	VERONA AREA SCHOOL DISTRICT
WI	WAUNAKEE COMMUNITY SCHOOL DISTRICT
WI	OREGON SCHOOL DISTRICT
WI	MILTON SCHOOL DISTRICT
WI	DE FOREST AREA SCHOOL DISTRICT
WI	GREENFIELD SCHOOL DISTRICT
WI	BARABOO SCHOOL DISTRICT
WI	MOUNT HOREB AREA SCHOOL DISTRICT
WI	ANTIGO UNIFIED SCHOOL DISTRICT
WI	ASHLAND SCHOOL DISTRICT

Eligible School Districts as of Information Available 7/25/2023

WI	EDGERTON SCHOOL DISTRICT
WI	ALTOONA SCHOOL DISTRICT
WI	BARRON AREA SCHOOL DISTRICT
WI	WISCONSIN DELLS SCHOOL DISTRICT
WI	EAST TROY COMMUNITY SCHOOL DISTRICT
WI	LODI SCHOOL DISTRICT
WI	LAKE MILLS AREA SCHOOL DISTRICT
WI	AMERY SCHOOL DISTRICT
WI	PRESCOTT SCHOOL DISTRICT
WI	BLOOMER SCHOOL DISTRICT
WI	SAINT FRANCIS SCHOOL DISTRICT
WI	ELK MOUND AREA SCHOOL DISTRICT
WI	TOMAHAWK SCHOOL DISTRICT
WI	STANLEY-BOYD AREA SCHOOL DISTRICT
WI	SPOONER AREA SCHOOL DISTRICT
WI	BELLEVILLE SCHOOL DISTRICT
WI	NEW GLARUS SCHOOL DISTRICT
WI	AUGUSTA SCHOOL DISTRICT
WI	PARKVIEW SCHOOL DISTRICT
WI	CRANDON SCHOOL DISTRICT
WI	DEERFIELD COMMUNITY SCHOOL DISTRICT
WI	DURAND-ARKANSAW SCHOOL DISTRICT
WI	DARLINGTON COMMUNITY SCHOOL DISTRICT
WI	WILLIAMS BAY SCHOOL DISTRICT
WI	CUBA CITY SCHOOL DISTRICT
WI	SOUTHWESTERN WISCONSIN SCHOOL DISTRICT
WI	BLAIR-TAYLOR SCHOOL DISTRICT
WI	ALMA CENTER SCHOOL DISTRICT
WI	LUCK SCHOOL DISTRICT
WI	CORNELL SCHOOL DISTRICT
WI	HILLSBORO SCHOOL DISTRICT
WI	MONTICELLO SCHOOL DISTRICT
WI	LAKE HOLCOMBE SCHOOL DISTRICT
WI	JUDA SCHOOL DISTRICT
WI	ALMA SCHOOL DISTRICT
WI	PEPIN AREA SCHOOL DISTRICT
WI	HOLY HILL AREA SCHOOL DISTRICT
WI	MARSHALL SCHOOL DISTRICT
WI	PLUM CITY SCHOOL DISTRICT
WV	CABELL COUNTY SCHOOLS
WV	KANAWHA COUNTY SCHOOLS
WV	MERCER COUNTY SCHOOLS
WV	MARION COUNTY SCHOOLS
WV	WAYNE COUNTY SCHOOLS
WV	FAYETTE COUNTY SCHOOLS

Eligible School Districts as of Information Available 7/25/2023

WV	HARRISON COUNTY SCHOOLS
WV	GREENBRIER COUNTY SCHOOLS
WV	WYOMING COUNTY SCHOOLS
WV	NICHOLAS COUNTY SCHOOLS
WV	UPSHUR COUNTY SCHOOLS
WV	LINCOLN COUNTY SCHOOLS
WV	MCDOWELL COUNTY SCHOOLS
WV	PUTNAM COUNTY SCHOOLS
WV	LEWIS COUNTY SCHOOLS
WV	MONROE COUNTY SCHOOLS
WV	SUMMERS COUNTY SCHOOLS
WV	WEBSTER COUNTY SCHOOLS
WV	POCAHONTAS COUNTY SCHOOLS
WV	CALHOUN COUNTY SCHOOLS
WV	TUCKER COUNTY SCHOOLS
WV	GILMER COUNTY SCHOOLS
WV	BARBOUR COUNTY BOARD OF EDUCATION
WV	RITCHIE COUNTY SCHOOLS
WY	NATRONA COUNTY SCHOOL DISTRICT #1

Eligible Cities and Counties as of Information Available 7/25/2023

Eligible Counties and Cities

Based on information available as of 7/25/2023

State	Entity Type	Entity Name
AZ	County	Maricopa County, Arizona
CA	County	San Joaquin County, California
CA	County	Monterey County, California
CA	County	Santa Cruz County, California
CO	County	Denver County, Colorado
CO	County	Jefferson County, Colorado
CO	County	Boulder County, Colorado
CO	County	Eagle County, Colorado
CO	County	Pitkin County, Colorado
FL	City	Coral Springs city, Florida
FL	County	Osceola County, Florida
IL	County	Lake County, Illinois
KY	County	Jefferson County, Kentucky
KY	City	Morganfield city, Kentucky
LA	City	Natchitoches city, Louisiana
MA	City	Brockton city, Massachusetts
MD	County	Montgomery County, Maryland
MD	County	Baltimore County, Maryland
MD	County	Anne Arundel County, Maryland
MD	County	Howard County, Maryland
MD	County	Frederick County, Maryland
MD	County	Garrett County, Maryland
NH	City	Rochester city, New Hampshire
OK	County	Oklahoma County, Oklahoma
OK	City	Edmond city, Oklahoma
OK	County	Le Flore County, Oklahoma
OK	County	Kay County, Oklahoma
OK	County	Lincoln County, Oklahoma

Eligible Cities and Counties as of Information Available 7/25/2023

OK	County	Beaver County, Oklahoma
OK	County	Coal County, Oklahoma
OK	County	Dewey County, Oklahoma
OK	County	Greer County, Oklahoma
OK	County	Harmon County, Oklahoma
OK	County	Harper County, Oklahoma
OK	County	Hughes County, Oklahoma
OK	County	Jackson County, Oklahoma
OK	County	Jefferson County, Oklahoma
OK	County	Noble County, Oklahoma
OK	County	Texas County, Oklahoma
OK	County	Tillman County, Oklahoma
OK	County	Woodward County, Oklahoma
OK	City	Yukon city, Oklahoma
PA	City	Philadelphia city, Pennsylvania
PA	County	Montgomery County, Pennsylvania
PA	County	Bucks County, Pennsylvania
TN	County	Houston County, Tennessee
TN	County	Stewart County, Tennessee
TX	County	Harris County, Texas
TX	Health system	Harris county health system, Texas
WA	County	King County, Washington
WA	County	Thurston County, Washington
WA	County	Whatcom County, Washington
WA	County	Skagit County, Washington
WI	City	Milwaukee city, Wisconsin
WV	County	Mercer County, West Virginia
WV	County	Putnam County, West Virginia