

**December 22, 2021**

**ATTORNEY GENERAL RAOUL ANNOUNCES CONSENT DECREE WITH E-CIGARETTE MANUFACTURER  
JUICE MAN**

***Consent Decree Prohibits Juice Man from Distributing E-Cigarette Products in Illinois***

**Chicago** — Attorney General Kwame Raoul today announced a consent decree with Juice Man, LLC, (Juice Man) that effectively prohibits the company from operating in the state of Illinois. The consent decree resolves allegations the company allegedly developed and marketed its products to attract minors. Juice Man manufactures and sells electronic cigarettes and accessories through its website.

Attorney General Raoul filed a lawsuit in 2020 against California-based Juice Man alleging the company intentionally developed nicotine products that appeal to minors and has marketed its harmful nicotine products to minors. The consent decree prohibits Juice Man from distributing its products in Illinois and requires the company to take action if it learns Juice Man products are available in Illinois.

"E-cigarette manufacturers know that addicting young users is essential to their long-term viability. With candy- and dessert-flavored products marketed by cartoon characters, it is no wonder they are succeeding," Raoul said. "I filed a lawsuit last year against Juice Man over its blatant efforts to direct advertising toward minors, and this consent decree essentially ends the company's ability to sell or distribute any Juice Man products in Illinois. I am pleased with this progress in my office's ongoing work to hold e-cigarette manufacturers accountable for their role in the epidemic levels of e-cigarette usage by minors. The work does not end here, I am committed to continuing to investigate the e-cigarette industry and protecting minors from the long-term dangers of using tobacco products."

Raoul's lawsuit alleged that Juice Man offered its products in a variety of flavors – such as pink lemonade, cotton candy, unicorn frappe and cherry blue cola – that are clearly developed and marketed to youth smokers. For example, unicorn frappe is described as an "explosion of tarts, fruits, and creams." A 2019 National Youth Tobacco Survey identified top flavor categories chosen by youth as being fruit; candy, desserts, or other sweets; and mint and menthol. Raoul noted that nearly all of Juice Man's flavored nicotine solutions fall into one of those flavor categories.

Additionally, Raoul's lawsuit alleged that Juice Man unfairly and deceptively marketed its products to minors. The company relies heavily on social media to advertise its products, using hashtags such as "#vapebabes," "#vapeporn" and "#vapelyfe." Raoul pointed out that prior to 2016, social media advertising featured images of Juice Man's products in front of a neutral background. In his lawsuit, Attorney General Raoul said Juice Man's advertisements used bright colors, cartoon characters and children's cereal. A number of flavored products distributed under Juice Man's "Zonk!" line relied on packaging that featured graphics similar to those in comic books. Juice Man also marketed variety packs of flavors including watermelon-strawberry and mixed berry as "Lunch Box" assortments. Furthermore, Raoul argued that Juice Man's age-verification system allows the company to easily interact with and promote products to minors.

[The consent decree](#) entered today prohibits Juice Man from selling or distributing e-cigarette products to retailers and consumers located in Illinois. The manufacturer is also prohibited from selling e-cigarette products to distributors or wholesalers that intend to sell or distribute those products to retailers or consumers in Illinois. The consent decree requires Juice Man to take actions – including permanently ceasing business with offending entities – if the manufacturer learns that a retailer, distributor or wholesaler provided its e-cigarette products to an Illinois retailer or consumer.

Attorney General Raoul has taken various actions to hold e-cigarette manufacturers accountable for epidemic usage levels among youth and teens. In 2019, Raoul's office filed a lawsuit against the nation's largest e-cigarette manufacturer, Juul Labs Inc., and the litigation is ongoing. The Attorney General's office is continuing to investigate other e-cigarette manufacturers as part of an ongoing investigation into the e-cigarette industry. Additionally, Raoul has urged the FDA to ban flavored tobacco products and to strengthen e-cigarette guidance by prioritizing enforcement actions against flavored e-cigarettes.

For more information and free resources to help quit tobacco, please visit the [Illinois Tobacco Quitline website](#) or call 1-866-QUIT-YES.

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT - CHANCERY DIVISION

THE PEOPLE OF THE STATE OF ILLINOIS,

Plaintiff,

-vs-

JUICE MAN, LLC,

Defendant.

Case No. 2020 CH 05812

**FINAL JUDGMENT AND CONSENT DECREE**

Plaintiff, the People of the State of Illinois, by Kwame Raoul, Attorney General of Illinois, filed a Complaint for Injunctive and Other Relief (“Complaint”) against Juice Man, LLC (“Juice Man”) for violations of the Consumer Fraud and Deceptive Business Practices Act (“Consumer Fraud Act”), 815 ILCS § 505/1, *et seq.* and the Illinois Uniform Deceptive Trade Practices Act 815 ILCS § 510/1, *et seq.*

Plaintiff and Defendant have agreed to the entry of this Final Judgment and Consent Decree (“Judgment”) by the Court. This Judgment is entered into only for the purpose of resolving the issues raised in the Complaint as to this Defendant only. It does not bind any other officers or agencies of the State of Illinois. This Judgment shall not be construed to and does not resolve or preclude any other action: civil, criminal, or administrative, as provided by law. Defendant acknowledges that it has read and understood the terms and conditions of this Judgment. Defendant further understands the legal obligations imposed on it by this Judgment and understands that a violation of this Judgment may result in proceedings against it, including an action for contempt of court.

Now with the consent of the parties and the Court being fully advised of the matter, IT IS  
HEREBY ORDERED AS FOLLOWS:

**FINDINGS**

1. This Court has jurisdiction over the subject matter of the Complaint having been filed herein and over all Parties to this Judgment.

2. Defendant has at all times relevant hereto engaged in trade and commerce within the meaning of Section 1(f) of the Consumer Fraud Act, 815 ILCS § 505/1(f) by advertising, providing, facilitating, offering for sale, or soliciting its goods to the general public of the State of Illinois.

3. Venue in this county is proper pursuant to Section 2-101 and 2-102(a) of the Illinois Code of Civil Procedure, 735 ILCS § 5/1-101 *et seq.*

**DEFINITIONS**

4. Except hereafter stated and unless a different meaning of a term is clear from its context, the definitions of terms used in this Judgment shall be the same as those used in the Consumer Fraud Act.

5. “Advertise” or “Advertising” shall mean the publication or dissemination of an Advertisement accessible or viewable by Persons in Illinois.

6. “Consumer” shall mean any actual or potential purchaser or recipient of Defendant’s Electronic Cigarettes

7. “Defendant” shall mean Juice Man, LLC and its respective officers, agents, employees, and all persons or entities associated, affiliated or connected with each of them, and any successor corporation or business entities.

8. "Direct Distributor or Wholesaler" shall mean a distributor or wholesaler who has entered into a contract or other written agreement with the Defendant for the specific purpose of distributing or wholesaling Juice Man products.

9. "Electronic Cigarette" shall mean:

- a. any device that employs a battery or other mechanism to heat a solution or substance to produce a vapor or aerosol intended for inhalation;
- b. any cartridge or container of a solution or substance intended to be used with or in the device or to refill the device; or
- c. any solution or substance available in a range of nicotine concentrations, including a nicotine concentration of 0 percent, intended for use in the device.

"Electronic cigarette" includes, but is not limited to, any electronic nicotine delivery system, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape pen, or similar product or device, and any components or parts that can be used to build the product or device.

10. "Market" or "Marketing" shall mean any act or process of promoting any product or service to any Person in Illinois.

11. "Person(s)" shall mean any natural person or such person's legal representative; any partnership, domestic or foreign corporation, or limited liability company; any company, trust, business entity, or association, and any agent, employee, salesman, partner, officer, director, member, stockholder, associate, or trustee.

12. "Retailer" shall mean any person or entity that sells Defendant's Electronic Cigarettes, regardless of quantity or number of sales, to consumers in Illinois.

### **ALLEGATIONS OF THE COMPLAINT**

13. Plaintiff's Complaint alleges that Defendant violated the Consumer Fraud Act while Advertising, offering for sale, and selling Electronic Cigarettes to Illinois consumers.

14. Among other allegations, Plaintiff's Complaint alleges that Defendant deceptively designed, offered for sale, and sold Electronic Cigarettes to appeal to minors, created and used Marketing and Advertising strategies targeted to minors, and used inadequate age verification systems for its online store.

15. Plaintiff also alleges that Defendant Advertised the nicotine potency of its Electronic Cigarettes in a deceptive and confusing manner, and misrepresented the amount of nicotine in its Electronic Cigarettes.

16. By consenting to this Final Judgment and Consent Decree, Defendant does not admit any fault or liability related to allegations and causes of action in the Complaint.

### **INJUNCTIVE TERMS**

17. Defendant is hereby permanently enjoined as follows:

- a. Defendant shall not directly sell, offer for sale, distribute or otherwise provide its Electronic Cigarettes to: (1) Retailers and Consumers located in Illinois; or (2) to any distributor or wholesaler with the intent of selling, offering for sale, distributing or otherwise providing such Electronic Cigarettes to Retailers or Consumers located in Illinois.
- b. Nothing in subsection a. shall prohibit Defendant from selling, offering for sale, or providing its products to a Direct Distributor or Wholesaler located in Illinois provided such products are then distributed or sold to entities located outside of Illinois.

- c. "Offer for sale" does not include any website, social media account, or other form of internet advertising that is not specifically directed at Retailers and Consumers in Illinois and is otherwise generally accessible through electronic means to potential customers throughout the United States and other countries. However, for Advertising or Marketing that could potentially be seen by a Consumer in Illinois, Defendant must clearly and conspicuously disclose that Defendant's product is not for sale to Consumers located in Illinois.
18. Defendant shall obtain written agreements from each of its Direct Distributors and Wholesalers that Defendant's Electronic Cigarettes will not be further sold, offered for sale, distributed or otherwise provided to Retailers and Consumers located in Illinois. Defendant shall print on its invoices to each of its Direct Distributors and Wholesalers a clear and conspicuous warning that Defendant's Electronic Cigarettes are not for sale or distribution to any Illinois Retailer or Consumer. Defendant shall also include in any invoice or similar document to a non-Illinois retailer who is not also a Direct Distributor or Wholesaler a statement that clearly and conspicuously requires as a term and condition that the purchased product not be sold, offered for sale, distributed, or otherwise provided to a Retailer or Consumer in Illinois.
- a. If Defendant obtains such an agreement with its Direct Distributors and Wholesalers, includes the required terms and conditions language in its invoices or other similar documents to non-Illinois retailers, and complies with the provisions of Section 18(a)(i)-(ii) and Section 19 of this Judgment, it will not be deemed to have violated this Final Judgment and Consent Decree if such Direct

Distributor or Wholesaler or non-Illinois retailer, without prior knowledge of or direction by Defendant, sells, offers for sale, distributes or otherwise provides Defendant's products to a Retailer or Consumer located in Illinois. However, if Defendant becomes aware that a Direct Distributor or Wholesaler or a non-Illinois retailer has violated the written agreement, or terms and conditions of the sale as applicable, with Defendant by selling, offering for sale, distributing, or otherwise providing Defendant's Electronic Cigarette to a Retailer or Consumer located in Illinois then Defendant shall impose the following penalties:

- i. First Violation: Defendant shall issue a letter notifying the Direct Distributor or Wholesaler or non-Illinois retailer of its first violation. The letter shall reiterate the requirements of the written agreement, or the terms and conditions of the sale as applicable, and the penalty escalation structure of Section 18(a) of this Judgment.
- ii. Second Violation: If a second violation occurs, Defendant shall issue a letter notifying the Direct Distributor or Wholesaler or non-Illinois retailer of the second violation. Defendant shall permanently cease doing business with the Direct Distributor or Wholesaler or non-Illinois retailer upon a second violation. Defendant shall also notify the Direct Distributor or Wholesaler or non-Illinois retailer of this enforcement action.

19. Within 5 business days of Defendant becoming aware of a violation pursuant to Section 18 of this Judgment, Defendant shall notify Plaintiff of (1) the name of the offending Distributor or Wholesaler or non-Illinois retailer; (2) the last known contact information of the offending Distributor or Wholesaler or non-Illinois



retailer; and (3) what products and the amount of products that were sold, offered for sale, distributed, or otherwise provided to Retailers or Consumers located in Illinois.

20. Defendant shall include on any order confirmation for purchases of Electronic Cigarettes from Defendant's online webstore a clear and conspicuous warning that the products are not for resale or distribution to any Illinois Retailer or Consumer.

#### **SEVERABILITY**

21. If any portion of this Judgment is held to be invalid, unenforceable, or void for any reason whatsoever, then such portion will be severed from the remainder, and will not affect the validity and enforceability of the remaining portions of this Judgment.

#### **PAYMENT TO THE STATE**

22. Upon entry of this Final Judgment and Consent Decree, Defendant shall pay \$45,000 to the Office of the Illinois Attorney General. Payments shall be made to the Attorney General Court Ordered and Voluntary Compliance Payment Projects Fund for Consumer Enforcement and Education. Such funds may be used by the Illinois Attorney General for any purpose authorized by Section 7(e) of the Consumer Fraud Act, 815 ILCS 505/7(e). Defendant shall not be entitled to further accounting regarding the money deposited into this account.

#### **AUTHORIZATION**

23. The undersigned representative of each party certifies that s/he is fully authorized by the party s/he represents to enter into the terms and conditions of the Final Judgment and Consent Decree and to legally bind the party s/he represents to the Final Judgment and Consent Decree.

24. The undersigned representative of Defendant acknowledges that s/he has read and understands the terms and conditions of this Final Judgment and Consent Decree, and understands the legal obligations imposed upon them by this Final Judgment and Consent Decree.

**JURISDICTION RETAINED**

25. Jurisdiction is expressly retained by this Court for the purpose of enforcing compliance with this Judgment, which enforcement shall be solely upon application of the Attorney General or his successor in office.

26. Violation of this Judgment may result in proceedings against Defendant, including an action for contempt of court.

**EFFECTIVE DATE**

27. Pursuant to Illinois Supreme Court Rule 304(a), this is a final order and no just reason exists to delay enforcement or appeal of this Judgment.

Dated: \_\_\_\_\_  
*Judge Caroline Kale Moreland*  
*DEC 02 2021*  
*Circuit Court - 2033*

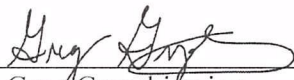
SO ORDERED:

*[Signature]*  
\_\_\_\_\_  
Honorable

**SO STIPULATED AND APPROVED:**

PLAINTIFF:

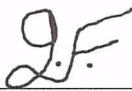
**THE PEOPLE OF THE STATE OF  
ILLINOIS, by KWAME RAOUL,**  
Attorney General of Illinois

BY:   
\_\_\_\_\_  
Greg Grzeskiewicz  
Chief, Consumer Protection Bureau

DATE: 12/01/2021

DEFENDANT:

**JUICE MAN, LLC**

BY:   
\_\_\_\_\_  
Name: Giorgio Fadda  
Title: President

DATE: 11/26/2021