

Case No. _____

IN THE SUPREME COURT OF NEVADA

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Elizabeth A. Brown
Clerk of Supreme Court

R.J. REYNOLDS TOBACCO COMPANY, a foreign corporation, individually,
and as successor-by-merger to LORILLARD TOBACCO COMPANY and as
successor-in-interest to the United States tobacco business of BROWN &
WILLIAMSON TOBACCO CORPORATION, which is the successor-by-merger
to THE AMERICAN TOBACCO COMPANY,

Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA,
IN AND FOR THE COUNTY OF CLARK, AND THE HONORABLE
NADIA KRALL, DISTRICT COURT JUDGE,

Respondents,

- and -

SANDRA CAMACHO, individually; ANTHONY CAMACHO, individually;
PHILIP MORRIS USA, INC., a foreign corporation; LIGGETT GROUP, LLC, a
foreign corporation; and ASM NATIONWIDE CORPORATION d/b/a
SILVERADO SMOKES & CIGARS, a domestic corporation,

Real Parties in Interest.

District Court Case No. A-19-807650-C, Department IV

**APPENDIX OF EXHIBITS TO PETITION FOR WRIT
OF MANDAMUS OR PROHIBITION**

VOLUME 2 OF 6

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November 4, 2021

**APPENDIX OF EXHIBITS TO PETITION FOR WRIT
OF MANDAMUS OR PROHIBITION**

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**APPENDIX OF EXHIBITS TO PETITION FOR WRIT
OF MANDAMUS OR PROHIBITION**

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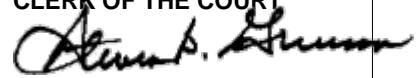
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EXHIBIT 7

EXHIBIT 7



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10
11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 SANDRA CAMACHO, individually, and
14 ANTHONY CAMACHO, individually,

15 Plaintiffs,

16 vs.

17 PHILIP MORRIS USA, INC., a foreign
18 corporation; R.J. REYNOLDS TOBACCO
19 COMPANY, a foreign corporation,
20 individually, and as successor-by-merger to
LORILLARD TOBACCO COMPANY and as
21 successor-in-interest to the United States
tobacco business of BROWN &
22 WILLIAMSON TOBACCO CORPORATION,
which is the successor-by-merger to THE
23 AMERICAN TOBACCO COMPANY;
LIGGETT GROUP, LLC., a foreign
24 corporation; ASM NATIONWIDE
CORPORATION d/b/a SILVERADO
25 SMOKES & CIGARS, a domestic corporation;
and LV SINGHS INC. d/b/a SMOKES &
26 VAPORS, a domestic corporation; DOES I-X;
and ROE BUSINESS ENTITIES XI-XX,
27 inclusive,

28 Defendants.

Case No.: A-19-807650-C
Dept. No.: IV

**DEFENDANT ASM NATIONWIDE
CORPORATION'S ANSWER TO
PLAINTIFFS' AMENDED COMPLAINT**





1 Defendant, ASM Nationwide Corporation d/b/a Silverado Smokes & Cigars, by and
2 through its counsel of record, WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC, hereby files
3 this Answer to Plaintiffs' Amended Complaint.

4
5 Dated this 27th day of July, 2020.

6
7 WEINBERG, WHEELER, HUDGINS,
8 GUNN & DIAL, LLC

9 /s/ D. Lee Roberts, Jr.

10 D. Lee Roberts, Jr., Esq.

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13 6385 South Rainbow Blvd., Suite 400

14 Las Vegas, Nevada 89118

15 *Attorney for Defendant ASM Nationwide*
16 *Corporation*



ASM NATIONWIDE CORPORATION'S ANSWER
TO PLAINTIFFS' AMENDED COMPLAINT

Defendant ASM Nationwide Corporation d/b/a Silverado Smokes & Cigars ("ASM Nationwide") responds to Plaintiffs' Amended Complaint ("Complaint") as follows:

1. Paragraph 1 asserts legal conclusions to which no response is required. To the extent a response is required and to the extent the allegations are directed toward ASM Nationwide, ASM Nationwide admits that Plaintiffs purport to seek damages that exceed \$15,000.00, but denies that Plaintiffs are entitled to the relief requested in Paragraph 1, or any relief whatsoever. ASM Nationwide also admits it was a Nevada corporation that was formed in 2007, and dissolved in 2020, and that it had a retail outlet in Nevada for the sale of tobacco products, including cigarettes. ASM Nationwide denies the remaining allegations of Paragraph 1 to the extent they are directed toward ASM Nationwide. To the extent the allegations of Paragraph 1 are directed toward other Defendants, ASM Nationwide is without knowledge or information sufficient to form a belief as to the truth of those allegations and, therefore, denies the same.

2. ASM Nationwide is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 2 and, therefore, denies the same.

3. ASM Nationwide is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 3 and, therefore, denies the same.

4. The allegations of Paragraph 4 are not directed toward ASM Nationwide and, therefore, no response is required. To the extent a response is required, ASM Nationwide is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 4 and, therefore, denies the same.

5. The allegations of Paragraph 5 are not directed toward ASM Nationwide and, therefore, no response is required. To the extent a response is required, ASM Nationwide is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 5 and, therefore, denies the same.

6. The allegations of Paragraph 6 are not directed toward ASM Nationwide and,



1 therefore, no response is required. To the extent a response is required, ASM Nationwide is
2 without knowledge or information sufficient to form a belief as to the truth of the allegations of
3 Paragraph 6 and, therefore, denies the same.

4 7. The allegations of Paragraph 7 are not directed toward ASM Nationwide and,
5 therefore, no response is required. To the extent a response is required, ASM Nationwide is
6 without knowledge or information sufficient to form a belief as to the truth of the allegations of
7 Paragraph 7 and, therefore, denies the same.

8 8. The allegations of Paragraph 8 are not directed toward ASM Nationwide and,
9 therefore, no response is required. To the extent a response is required, ASM Nationwide is
10 without knowledge or information sufficient to form a belief as to the truth of the allegations of
11 Paragraph 8 and, therefore, denies the same.

12 9. The allegations of Paragraph 9 are not directed toward ASM Nationwide and,
13 therefore, no response is required. To the extent a response is required, ASM Nationwide is
14 without knowledge or information sufficient to form a belief as to the truth of the allegations of
15 Paragraph 9 and, therefore, denies the same.

16 10. ASM Nationwide admits that it was a Nevada corporation that was formed in
17 2007, and dissolved effective February 13, 2020, and that it had a retail outlet for the sale of
18 tobacco products, including cigarettes, located at 430 E. Silverado Ranch Blvd, Ste. 120, Las
19 Vegas NV 89123. ASM Nationwide is without knowledge or information sufficient to form a
20 belief as to the truth of the allegations of Paragraph 10 regarding Plaintiff Sandra Camacho's
21 alleged purchase history and, therefore, denies the same. ASM Nationwide denies the remaining
22 allegations of Paragraph 10.

23 11. The allegations of Paragraph 11 are not directed toward ASM Nationwide and,
24 therefore, no response is required. To the extent a response is required, ASM Nationwide states
25 that LV Singhs Inc. was dismissed without prejudice by Plaintiffs on June 5, 2020. ASM
26 Nationwide is without knowledge or information sufficient to form a belief as to the truth of the
27 remaining allegations of Paragraph 11 and, therefore, denies the same.

28 12. Paragraph 12 asserts legal conclusions to which no response is required. ASM



1 Nationwide further states that it is unable to respond to the allegations of Paragraph 12 in any
2 meaningful manner because the phrase “at all times material” is not defined in Plaintiffs’
3 Complaint. To the extent a response is required and to the extent the allegations of Paragraph 12
4 are directed toward ASM Nationwide, ASM Nationwide admits that it was a Nevada corporation
5 that was formed in 2007, and dissolved in 2020, and that it had a retail outlet in Nevada for the
6 sale of tobacco products, including cigarettes. ASM Nationwide denies the remaining
7 allegations of Paragraph 12 to the extent they are directed toward ASM Nationwide. To the
8 extent the allegations of Paragraph 12 are directed toward other Defendants, ASM Nationwide is
9 without knowledge or information sufficient to form a belief as to the truth of those allegations
10 and, therefore, denies the same.

11 13. The allegations of Paragraph 13 are not directed toward ASM Nationwide and,
12 therefore, no response is required. To the extent a response is required, ASM Nationwide is
13 without knowledge or information sufficient to form a belief as to the truth of the allegations of
14 Paragraph 13 and, therefore, denies the same.

15 14. The allegations of Paragraph 14 are not directed toward ASM Nationwide and,
16 therefore, no response is required. To the extent a response is required, ASM Nationwide is
17 without knowledge or information sufficient to form a belief as to the truth of the allegations of
18 Paragraph 14 and, therefore, denies the same.

19 15. Paragraph 15 asserts legal conclusions to which no response is required. To the
20 extent a response is required, ASM Nationwide denies the allegations of Paragraph 15.

21 16. ASM Nationwide restates, realleges, and incorporates by reference its responses
22 to all prior allegations of the Complaint as if fully set forth herein.

23 17. Paragraph 17 asserts legal conclusions to which no response is required. To the
24 extent a response is required and to the extent the allegations of Paragraph 17 are directed toward
25 ASM Nationwide, ASM Nationwide is without knowledge or information sufficient to form a
26 belief as to the truth of the allegations of Paragraph 17 regarding Plaintiff Sandra Camacho’s
27 alleged smoking history and alleged medical history and, therefore, denies the same. ASM
28 Nationwide denies the remaining allegations of Paragraph 17 to the extent they are directed



1 toward ASM Nationwide. To the extent the allegations of Paragraph 17 are directed toward
2 other Defendants, ASM Nationwide is without knowledge or information sufficient to form a
3 belief as to the truth of those allegations and, therefore, denies the same.

4 18. The allegations of Paragraph 18 are not directed toward ASM Nationwide and,
5 therefore, no response is required. To the extent a response is required, ASM Nationwide is
6 without knowledge or information sufficient to form a belief as to the truth of the allegations of
7 Paragraph 18 and, therefore, denies the same.

8 19. The allegations of Paragraph 19 are not directed toward ASM Nationwide and,
9 therefore, no response is required. To the extent a response is required, ASM Nationwide is
10 without knowledge or information sufficient to form a belief as to the truth of the allegations of
11 Paragraph 19 and, therefore, denies the same.

12 20. Paragraph 20 asserts legal conclusions to which no response is required. To the
13 extent a response is required, ASM Nationwide is without knowledge or information sufficient to
14 form a belief as to the truth of the allegations of Paragraph 20 regarding Plaintiff Sandra
15 Camacho's alleged purchase and smoking history and alleged medical history and, therefore,
16 denies the same. ASM Nationwide denies the remaining allegations of Paragraph 20.

17 21. The allegations of Paragraph 21 are not directed toward ASM Nationwide and,
18 therefore, no response is required. To the extent a response is required, ASM Nationwide is
19 without knowledge or information sufficient to form a belief as to the truth of the allegations of
20 Paragraph 21 and, therefore, denies the same.

21 22. The allegations of Paragraph 22 are not directed toward ASM Nationwide and,
22 therefore, no response is required. To the extent a response is required, ASM Nationwide is
23 without knowledge or information sufficient to form a belief as to the truth of the allegations of
24 Paragraph 22 and, therefore, denies the same.

25 23. The allegations of Paragraph 23 are not directed toward ASM Nationwide and,
26 therefore, no response is required. To the extent a response is required, ASM Nationwide is
27 without knowledge or information sufficient to form a belief as to the truth of the allegations of
28 Paragraph 23 and, therefore, denies the same.



1 24. The allegations of Paragraph 24 are not directed toward ASM Nationwide and,
2 therefore, no response is required. To the extent a response is required, ASM Nationwide is
3 without knowledge or information sufficient to form a belief as to the truth of the allegations of
4 Paragraph 24 and, therefore, denies the same.

5 25. The allegations of Paragraph 25 are not directed toward ASM Nationwide and,
6 therefore, no response is required. To the extent a response is required, ASM Nationwide is
7 without knowledge or information sufficient to form a belief as to the truth of the allegations of
8 Paragraph 25 and, therefore, denies the same.

9 26. Paragraph 26 asserts legal conclusions to which no response is required. To the
10 extent a response is required and to the extent the allegations of Paragraph 26 are directed toward
11 ASM Nationwide, ASM Nationwide denies the allegations of Paragraph 26. To the extent the
12 allegations of Paragraph 26 are directed toward other Defendants, ASM Nationwide is without
13 knowledge or information sufficient to form a belief as to the truth of those allegations and,
14 therefore, denies the same.

15 27. Paragraph 27 asserts legal conclusions to which no response is required. ASM
16 Nationwide further states that it is unable to respond to the allegations of Paragraph 27 in any
17 meaningful manner because the phrase “[a]t all times material” is not defined in Plaintiffs’
18 Complaint. To the extent a response is required and to the extent the allegations of Paragraph 27
19 are directed toward ASM Nationwide, ASM Nationwide denies the allegations of Paragraph 27.
20 To the extent the allegations of Paragraph 27 are directed toward other Defendants, ASM
21 Nationwide is without knowledge or information sufficient to form a belief as to the truth of
22 those allegations and, therefore, denies the same.

23 28. Paragraph 28 asserts legal conclusions to which no response is required. To the
24 extent a response is required and to the extent the allegations of Paragraph 28 are directed toward
25 ASM Nationwide, ASM Nationwide denies the allegations of Paragraph 28. To the extent the
26 allegations of Paragraph 28 are directed toward other Defendants, ASM Nationwide is without
27 knowledge or information sufficient to form a belief as to the truth of those allegations and,
28 therefore, denies the same.



1 29. The allegations of Paragraph 29 are not directed toward ASM Nationwide and,
2 therefore, no response is required. To the extent a response is required, ASM Nationwide is
3 without knowledge or information sufficient to form a belief as to the truth of the allegations of
4 Paragraph 29 and, therefore, denies the same.

5 30. The allegations of Paragraph 30 are not directed toward ASM Nationwide and,
6 therefore, no response is required. To the extent a response is required, ASM Nationwide is
7 without knowledge or information sufficient to form a belief as to the truth of the allegations of
8 Paragraph 30 and, therefore, denies the same.

9 31. The allegations of Paragraph 31 are not directed toward ASM Nationwide and,
10 therefore, no response is required. To the extent a response is required, ASM Nationwide is
11 without knowledge or information sufficient to form a belief as to the truth of the allegations of
12 Paragraph 31 and, therefore, denies the same.

13 32. The allegations of Paragraph 32 are not directed toward ASM Nationwide and,
14 therefore, no response is required. To the extent a response is required, ASM Nationwide is
15 without knowledge or information sufficient to form a belief as to the truth of the allegations of
16 Paragraph 32 and, therefore, denies the same.

17 33. The allegations of Paragraph 33 are not directed toward ASM Nationwide and,
18 therefore, no response is required. To the extent a response is required, ASM Nationwide is
19 without knowledge or information sufficient to form a belief as to the truth of the allegations of
20 Paragraph 33 and, therefore, denies the same.

21 34. The allegations of Paragraph 34 are not directed toward ASM Nationwide and,
22 therefore, no response is required. To the extent a response is required, ASM Nationwide is
23 without knowledge or information sufficient to form a belief as to the truth of the allegations of
24 Paragraph 34 and, therefore, denies the same.

25 35. The allegations of Paragraph 35 are not directed toward ASM Nationwide and,
26 therefore, no response is required. To the extent a response is required, ASM Nationwide is
27 without knowledge or information sufficient to form a belief as to the truth of the allegations of
28 Paragraph 35 and, therefore, denies the same.



1 36. The allegations of Paragraph 36 are not directed toward ASM Nationwide and,
2 therefore, no response is required. To the extent a response is required, ASM Nationwide is
3 without knowledge or information sufficient to form a belief as to the truth of the allegations of
4 Paragraph 36 and, therefore, denies the same.

5 37. The allegations of Paragraph 37 are not directed toward ASM Nationwide and,
6 therefore, no response is required. To the extent a response is required, ASM Nationwide is
7 without knowledge or information sufficient to form a belief as to the truth of the allegations of
8 Paragraph 37 and, therefore, denies the same.

9 38. The allegations of Paragraph 38 are not directed toward ASM Nationwide and,
10 therefore, no response is required. To the extent a response is required, ASM Nationwide is
11 without knowledge or information sufficient to form a belief as to the truth of the allegations of
12 Paragraph 38 and, therefore, denies the same.

13 39. The allegations of Paragraph 39 are not directed toward ASM Nationwide and,
14 therefore, no response is required. To the extent a response is required, ASM Nationwide is
15 without knowledge or information sufficient to form a belief as to the truth of the allegations of
16 Paragraph 39 and, therefore, denies the same.

17 40. The allegations of Paragraph 40 are not directed toward ASM Nationwide and,
18 therefore, no response is required. To the extent a response is required, ASM Nationwide is
19 without knowledge or information sufficient to form a belief as to the truth of the allegations of
20 Paragraph 40 and, therefore, denies the same.

21 41. The allegations of Paragraph 41 are not directed toward ASM Nationwide and,
22 therefore, no response is required. To the extent a response is required, ASM Nationwide is
23 without knowledge or information sufficient to form a belief as to the truth of the allegations of
24 Paragraph 41 and, therefore, denies the same.

25 42. The allegations of Paragraph 42 are not directed toward ASM Nationwide and,
26 therefore, no response is required. To the extent a response is required, ASM Nationwide is
27 without knowledge or information sufficient to form a belief as to the truth of the allegations of
28 Paragraph 42 and, therefore, denies the same.



43. The allegations of Paragraph 43 are not directed toward ASM Nationwide and, therefore, no response is required. To the extent a response is required, ASM Nationwide is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 43 and, therefore, denies the same.

44. The allegations of Paragraph 44 are not directed toward ASM Nationwide and, therefore, no response is required. To the extent a response is required, ASM Nationwide is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 44 and, therefore, denies the same.

45. The allegations of Paragraph 45 are not directed toward ASM Nationwide and, therefore, no response is required. To the extent a response is required, ASM Nationwide is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 45 and, therefore, denies the same.

46. The allegations of Paragraph 46 are not directed toward ASM Nationwide and, therefore, no response is required. To the extent a response is required, ASM Nationwide is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 46 and, therefore, denies the same.

47. The allegations of Paragraph 47 are not directed toward ASM Nationwide and, therefore, no response is required. To the extent a response is required, ASM Nationwide is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 47 and, therefore, denies the same.

48. The allegations of Paragraph 48 are not directed toward ASM Nationwide and, therefore, no response is required. To the extent a response is required, ASM Nationwide is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 48 and, therefore, denies the same.

49. The allegations of Paragraph 49 are not directed toward ASM Nationwide and, therefore, no response is required. To the extent a response is required, ASM Nationwide is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 49 and, therefore, denies the same.



1 50. The allegations of Paragraph 50 are not directed toward ASM Nationwide and,
2 therefore, no response is required. To the extent a response is required, ASM Nationwide is
3 without knowledge or information sufficient to form a belief as to the truth of the allegations of
4 Paragraph 50 and, therefore, denies the same.

5 51. The allegations of Paragraph 51 are not directed toward ASM Nationwide and,
6 therefore, no response is required. To the extent a response is required, ASM Nationwide is
7 without knowledge or information sufficient to form a belief as to the truth of the allegations of
8 Paragraph 51 and, therefore, denies the same.

9 52. The allegations of Paragraph 52 are not directed toward ASM Nationwide and,
10 therefore, no response is required. To the extent a response is required, ASM Nationwide is
11 without knowledge or information sufficient to form a belief as to the truth of the allegations of
12 Paragraph 52 and, therefore, denies the same.

13 53. The allegations of Paragraph 53 are not directed toward ASM Nationwide and,
14 therefore, no response is required. To the extent a response is required, ASM Nationwide is
15 without knowledge or information sufficient to form a belief as to the truth of the allegations of
16 Paragraph 53 and, therefore, denies the same.

17 54. The allegations of Paragraph 54 are not directed toward ASM Nationwide and,
18 therefore, no response is required. To the extent a response is required, ASM Nationwide is
19 without knowledge or information sufficient to form a belief as to the truth of the allegations of
20 Paragraph 54 and, therefore, denies the same.

21 55. The allegations of Paragraph 55 are not directed toward ASM Nationwide and,
22 therefore, no response is required. To the extent a response is required, ASM Nationwide is
23 without knowledge or information sufficient to form a belief as to the truth of the allegations of
24 Paragraph 55 and, therefore, denies the same.

25 56. The allegations of Paragraph 56 are not directed toward ASM Nationwide and,
26 therefore, no response is required. To the extent a response is required, ASM Nationwide is
27 without knowledge or information sufficient to form a belief as to the truth of the allegations of
28 Paragraph 56 and, therefore, denies the same.



1 57. The allegations of Paragraph 57 are not directed toward ASM Nationwide and,
2 therefore, no response is required. To the extent a response is required, ASM Nationwide is
3 without knowledge or information sufficient to form a belief as to the truth of the allegations of
4 Paragraph 57 and, therefore, denies the same.

5 58. The allegations of Paragraph 58 are not directed toward ASM Nationwide and,
6 therefore, no response is required. To the extent a response is required, ASM Nationwide is
7 without knowledge or information sufficient to form a belief as to the truth of the allegations of
8 Paragraph 58 and, therefore, denies the same.

9 59. The allegations of Paragraph 59 are not directed toward ASM Nationwide and,
10 therefore, no response is required. To the extent a response is required, ASM Nationwide is
11 without knowledge or information sufficient to form a belief as to the truth of the allegations of
12 Paragraph 59 and, therefore, denies the same.

13 60. The allegations of Paragraph 60 are not directed toward ASM Nationwide and,
14 therefore, no response is required. To the extent a response is required, ASM Nationwide is
15 without knowledge or information sufficient to form a belief as to the truth of the allegations of
16 Paragraph 60 and, therefore, denies the same.

17 61. The allegations of Paragraph 61 are not directed toward ASM Nationwide and,
18 therefore, no response is required. To the extent a response is required, ASM Nationwide is
19 without knowledge or information sufficient to form a belief as to the truth of the allegations of
20 Paragraph 61 and, therefore, denies the same.

21 62. The allegations of Paragraph 62 are not directed toward ASM Nationwide and,
22 therefore, no response is required. To the extent a response is required, ASM Nationwide is
23 without knowledge or information sufficient to form a belief as to the truth of the allegations of
24 Paragraph 62 and, therefore, denies the same.

25 63. The allegations of Paragraph 63 are not directed toward ASM Nationwide and,
26 therefore, no response is required. To the extent a response is required, ASM Nationwide is
27 without knowledge or information sufficient to form a belief as to the truth of the allegations of
28 Paragraph 63 and, therefore, denies the same.



64. The allegations of Paragraph 64 are not directed toward ASM Nationwide and, therefore, no response is required. To the extent a response is required, ASM Nationwide is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 64 and, therefore, denies the same.

65. The allegations of Paragraph 65 are not directed toward ASM Nationwide and, therefore, no response is required. To the extent a response is required, ASM Nationwide is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 65 and, therefore, denies the same.

66. The allegations of Paragraph 66 are not directed toward ASM Nationwide and, therefore, no response is required. To the extent a response is required, ASM Nationwide is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 66 and, therefore, denies the same.

67. The allegations of Paragraph 67 are not directed toward ASM Nationwide and, therefore, no response is required. To the extent a response is required, ASM Nationwide is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 67 and, therefore, denies the same.

68. The allegations of Paragraph 68 are not directed toward ASM Nationwide and, therefore, no response is required. To the extent a response is required, ASM Nationwide is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 68 and, therefore, denies the same.

69. The allegations of Paragraph 69 are not directed toward ASM Nationwide and, therefore, no response is required. To the extent a response is required, ASM Nationwide is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 69 and, therefore, denies the same.

70. The allegations of Paragraph 70 are not directed toward ASM Nationwide and, therefore, no response is required. To the extent a response is required, ASM Nationwide is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 70 and, therefore, denies the same.



1 71. The allegations of Paragraph 71 are not directed toward ASM Nationwide and,
2 therefore, no response is required. To the extent a response is required, ASM Nationwide is
3 without knowledge or information sufficient to form a belief as to the truth of the allegations of
4 Paragraph 71 and, therefore, denies the same.

5 72. The allegations of Paragraph 72 are not directed toward ASM Nationwide and,
6 therefore, no response is required. To the extent a response is required, ASM Nationwide is
7 without knowledge or information sufficient to form a belief as to the truth of the allegations of
8 Paragraph 72 and, therefore, denies the same.

9 73. The allegations of Paragraph 73 are not directed toward ASM Nationwide and,
10 therefore, no response is required. To the extent a response is required, ASM Nationwide is
11 without knowledge or information sufficient to form a belief as to the truth of the allegations of
12 Paragraph 73 and, therefore, denies the same.

13 74. The allegations of Paragraph 74 are not directed toward ASM Nationwide and,
14 therefore, no response is required. To the extent a response is required, ASM Nationwide is
15 without knowledge or information sufficient to form a belief as to the truth of the allegations of
16 Paragraph 74 and, therefore, denies the same.

17 75. The allegations of Paragraph 75 are not directed toward ASM Nationwide and,
18 therefore, no response is required. To the extent a response is required, ASM Nationwide is
19 without knowledge or information sufficient to form a belief as to the truth of the allegations of
20 Paragraph 75 and, therefore, denies the same.

21 76. The allegations of Paragraph 76 are not directed toward ASM Nationwide and,
22 therefore, no response is required. To the extent a response is required, ASM Nationwide is
23 without knowledge or information sufficient to form a belief as to the truth of the allegations of
24 Paragraph 76 and, therefore, denies the same.

25 77. The allegations of Paragraph 77 are not directed toward ASM Nationwide and,
26 therefore, no response is required. To the extent a response is required, ASM Nationwide is
27 without knowledge or information sufficient to form a belief as to the truth of the allegations of
28 Paragraph 77 and, therefore, denies the same.



1 78. The allegations of Paragraph 78 are not directed toward ASM Nationwide and,
2 therefore, no response is required. To the extent a response is required, ASM Nationwide is
3 without knowledge or information sufficient to form a belief as to the truth of the allegations of
4 Paragraph 78 and, therefore, denies the same.

5 79. The allegations of Paragraph 79 are not directed toward ASM Nationwide and,
6 therefore, no response is required. To the extent a response is required, ASM Nationwide is
7 without knowledge or information sufficient to form a belief as to the truth of the allegations of
8 Paragraph 79 and, therefore, denies the same.

9 80. The allegations of Paragraph 80 are not directed toward ASM Nationwide and,
10 therefore, no response is required. To the extent a response is required, ASM Nationwide is
11 without knowledge or information sufficient to form a belief as to the truth of the allegations of
12 Paragraph 80 and, therefore, denies the same.

13 81. The allegations of Paragraph 81 are not directed toward ASM Nationwide and,
14 therefore, no response is required. To the extent a response is required, ASM Nationwide is
15 without knowledge or information sufficient to form a belief as to the truth of the allegations of
16 Paragraph 81 and, therefore, denies the same.

17 82. The allegations of Paragraph 82 are not directed toward ASM Nationwide and,
18 therefore, no response is required. To the extent a response is required, ASM Nationwide is
19 without knowledge or information sufficient to form a belief as to the truth of the allegations of
20 Paragraph 82 and, therefore, denies the same.

21 83. The allegations of Paragraph 83 are not directed toward ASM Nationwide and,
22 therefore, no response is required. To the extent a response is required, ASM Nationwide is
23 without knowledge or information sufficient to form a belief as to the truth of the allegations of
24 Paragraph 83 and, therefore, denies the same.

25 84. The allegations of Paragraph 84 are not directed toward ASM Nationwide and,
26 therefore, no response is required. To the extent a response is required, ASM Nationwide is
27 without knowledge or information sufficient to form a belief as to the truth of the allegations of
28 Paragraph 84 and, therefore, denies the same.



1 85. The allegations of Paragraph 85 are not directed toward ASM Nationwide and,
2 therefore, no response is required. To the extent a response is required, ASM Nationwide is
3 without knowledge or information sufficient to form a belief as to the truth of the allegations of
4 Paragraph 85 and, therefore, denies the same.

5 86. The allegations of Paragraph 86 are not directed toward ASM Nationwide and,
6 therefore, no response is required. To the extent a response is required, ASM Nationwide is
7 without knowledge or information sufficient to form a belief as to the truth of the allegations of
8 Paragraph 86 and, therefore, denies the same.

9 87. The allegations of Paragraph 87 are not directed toward ASM Nationwide and,
10 therefore, no response is required. To the extent a response is required, ASM Nationwide is
11 without knowledge or information sufficient to form a belief as to the truth of the allegations of
12 Paragraph 87 and, therefore, denies the same.

13 88. The allegations of Paragraph 88 are not directed toward ASM Nationwide, and,
14 therefore, no response is required. To the extent a response is required, ASM Nationwide
15 restates, realleges, and incorporates by reference its responses to all prior allegations of the
16 Complaint as if fully set forth herein.

17 89. The allegations of Paragraph 89 are not directed toward ASM Nationwide and,
18 therefore, no response is required. To the extent a response is required, ASM Nationwide is
19 without knowledge or information sufficient to form a belief as to the truth of the allegations of
20 Paragraph 89 and, therefore, denies the same.

21 90. The allegations of Paragraph 90 are not directed toward ASM Nationwide and,
22 therefore, no response is required. To the extent a response is required, ASM Nationwide is
23 without knowledge or information sufficient to form a belief as to the truth of the allegations of
24 Paragraph 90 and, therefore, denies the same.

25 91. The allegations of Paragraph 91 are not directed toward ASM Nationwide and,
26 therefore, no response is required. To the extent a response is required, ASM Nationwide is
27 without knowledge or information sufficient to form a belief as to the truth of the allegations of
28 Paragraph 91 and, therefore, denies the same.



1 92. The allegations of Paragraph 92 are not directed toward ASM Nationwide and,
2 therefore, no response is required. To the extent a response is required, ASM Nationwide is
3 without knowledge or information sufficient to form a belief as to the truth of the allegations of
4 Paragraph 92 and, therefore, denies the same.

5 93. The allegations of Paragraph 93 are not directed toward ASM Nationwide and,
6 therefore, no response is required. To the extent a response is required, ASM Nationwide is
7 without knowledge or information sufficient to form a belief as to the truth of the allegations of
8 Paragraph 93 and, therefore, denies the same.

9 94. The allegations of Paragraph 94 are not directed toward ASM Nationwide and,
10 therefore, no response is required. To the extent a response is required, ASM Nationwide is
11 without knowledge or information sufficient to form a belief as to the truth of the allegations of
12 Paragraph 94 and, therefore, denies the same.

13 95. The allegations of Paragraph 95 are not directed toward ASM Nationwide and,
14 therefore, no response is required. To the extent a response is required, ASM Nationwide is
15 without knowledge or information sufficient to form a belief as to the truth of the allegations of
16 Paragraph 95 and, therefore, denies the same.

17 96. The allegations of Paragraph 96 are not directed toward ASM Nationwide and,
18 therefore, no response is required. To the extent a response is required, ASM Nationwide is
19 without knowledge or information sufficient to form a belief as to the truth of the allegations of
20 Paragraph 96 and, therefore, denies the same.

21 97. The allegations of Paragraph 97 are not directed toward ASM Nationwide and,
22 therefore, no response is required. To the extent a response is required, ASM Nationwide is
23 without knowledge or information sufficient to form a belief as to the truth of the allegations of
24 Paragraph 97 and, therefore, denies the same.

25 98. The allegations of Paragraph 98 are not directed toward ASM Nationwide and,
26 therefore, no response is required. To the extent a response is required, ASM Nationwide is
27 without knowledge or information sufficient to form a belief as to the truth of the allegations of
28 Paragraph 98 and, therefore, denies the same.



1 99. The allegations of Paragraph 99 are not directed toward ASM Nationwide and,
2 therefore, no response is required. To the extent a response is required, ASM Nationwide is
3 without knowledge or information sufficient to form a belief as to the truth of the allegations of
4 Paragraph 99 and, therefore, denies the same.

5 100. The allegations of Paragraph 100 are not directed toward ASM Nationwide and,
6 therefore, no response is required. To the extent a response is required, ASM Nationwide is
7 without knowledge or information sufficient to form a belief as to the truth of the allegations of
8 Paragraph 100 and, therefore, denies the same.

9 101. The allegations of Paragraph 101 are not directed toward ASM Nationwide and,
10 therefore, no response is required. To the extent a response is required, ASM Nationwide is
11 without knowledge or information sufficient to form a belief as to the truth of the allegations of
12 Paragraph 101 and, therefore, denies the same.

13 102. The allegations of Paragraph 102 are not directed toward ASM Nationwide and,
14 therefore, no response is required. To the extent a response is required, ASM Nationwide is
15 without knowledge or information sufficient to form a belief as to the truth of the allegations of
16 Paragraph 102 and, therefore, denies the same.

17 103. The allegations of Paragraph 103 are not directed toward ASM Nationwide and,
18 therefore, no response is required. To the extent a response is required, ASM Nationwide is
19 without knowledge or information sufficient to form a belief as to the truth of the allegations of
20 Paragraph 103 and, therefore, denies the same.

21 104. The allegations of Paragraph 104 are not directed toward ASM Nationwide and,
22 therefore, no response is required. To the extent a response is required, ASM Nationwide is
23 without knowledge or information sufficient to form a belief as to the truth of the allegations of
24 Paragraph 104 and, therefore, denies the same.

25 105. The allegations of Paragraph 105 are not directed toward ASM Nationwide and,
26 therefore, no response is required. To the extent a response is required, ASM Nationwide is
27 without knowledge or information sufficient to form a belief as to the truth of the allegations of
28 Paragraph 105 and, therefore, denies the same.



1 106. The allegations of Paragraph 106 are not directed toward ASM Nationwide and,
2 therefore, no response is required. To the extent a response is required, ASM Nationwide is
3 without knowledge or information sufficient to form a belief as to the truth of the allegations of
4 Paragraph 106 and, therefore, denies the same.

5 107. The allegations of Paragraph 107 are not directed toward ASM Nationwide and,
6 therefore, no response is required. To the extent a response is required, ASM Nationwide is
7 without knowledge or information sufficient to form a belief as to the truth of the allegations of
8 Paragraph 107 and, therefore, denies the same.

9 108. The allegations of Paragraph 108 are not directed toward ASM Nationwide and,
10 therefore, no response is required. To the extent a response is required, ASM Nationwide states
11 that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order
12 Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC,
13 and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under
14 NRCP 12(b)(5), dated July 7, 2020. ASM Nationwide is without knowledge or information
15 sufficient to form a belief as to the truth of the remaining allegations of Paragraph 108 and,
16 therefore, denies the same.

17 109. The allegations of Paragraph 109 are not directed toward ASM Nationwide and,
18 therefore, no response is required. To the extent a response is required, ASM Nationwide states
19 that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order
20 Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC,
21 and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under
22 NRCP 12(b)(5), dated July 7, 2020. ASM Nationwide is without knowledge or information
23 sufficient to form a belief as to the truth of the remaining allegations of Paragraph 109 and,
24 therefore, denies the same.

25 110. The allegations of Paragraph 110 are not directed toward ASM Nationwide and,
26 therefore, no response is required. To the extent a response is required, ASM Nationwide states
27 that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order
28 Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC,



1 and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under
2 NRCP 12(b)(5), dated July 7, 2020. ASM Nationwide is without knowledge or information
3 sufficient to form a belief as to the truth of the remaining allegations of Paragraph 110 and,
4 therefore, denies the same.

5 111. The allegations of Paragraph 111 are not directed toward ASM Nationwide and,
6 therefore, no response is required. To the extent a response is required, ASM Nationwide states
7 that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order
8 Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC,
9 and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under
10 NRCP 12(b)(5), dated July 7, 2020. ASM Nationwide is without knowledge or information
11 sufficient to form a belief as to the truth of the remaining allegations of Paragraph 111 and,
12 therefore, denies the same.

13 112. The allegations of Paragraph 112 are not directed toward ASM Nationwide and,
14 therefore, no response is required. To the extent a response is required, ASM Nationwide states
15 that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order
16 Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC,
17 and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under
18 NRCP 12(b)(5), dated July 7, 2020. ASM Nationwide is without knowledge or information
19 sufficient to form a belief as to the truth of the remaining allegations of Paragraph 112 and,
20 therefore, denies the same.

21 113. The allegations of Paragraph 113 are not directed toward ASM Nationwide and,
22 therefore, no response is required. To the extent a response is required, ASM Nationwide states
23 that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order
24 Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC,
25 and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under
26 NRCP 12(b)(5), dated July 7, 2020. ASM Nationwide is without knowledge or information
27 sufficient to form a belief as to the truth of the remaining allegations of Paragraph 113 and,
28 therefore, denies the same.



114. The allegations of Paragraph 114 are not directed toward ASM Nationwide and, therefore, no response is required. To the extent a response is required, ASM Nationwide states that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under NRCP 12(b)(5), dated July 7, 2020. ASM Nationwide is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 114 and, therefore, denies the same.

115. The allegations of Paragraph 115 are not directed toward ASM Nationwide and, therefore, no response is required. To the extent a response is required, ASM Nationwide states that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under NRCP 12(b)(5), dated July 7, 2020. ASM Nationwide is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 115 and, therefore, denies the same.

116. The allegations of Paragraph 116 are not directed toward ASM Nationwide and, therefore, no response is required. To the extent a response is required, ASM Nationwide states that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under NRCP 12(b)(5), dated July 7, 2020. ASM Nationwide is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 116 and, therefore, denies the same.

117. The allegations of Paragraph 117 are not directed toward ASM Nationwide and, therefore, no response is required. To the extent a response is required, ASM Nationwide states that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC,



1 and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under
2 NRCP 12(b)(5), dated July 7, 2020. ASM Nationwide is without knowledge or information
3 sufficient to form a belief as to the truth of the remaining allegations of Paragraph 117 and,
4 therefore, denies the same.

5 118. The allegations of Paragraph 118 are not directed toward ASM Nationwide and,
6 therefore, no response is required. To the extent a response is required, ASM Nationwide states
7 that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order
8 Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC,
9 and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under
10 NRCP 12(b)(5), dated July 7, 2020. ASM Nationwide is without knowledge or information
11 sufficient to form a belief as to the truth of the remaining allegations of Paragraph 118 and,
12 therefore, denies the same.

13 119. The allegations of Paragraph 119 are not directed toward ASM Nationwide and,
14 therefore, no response is required. To the extent a response is required, ASM Nationwide states
15 that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order
16 Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC,
17 and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under
18 NRCP 12(b)(5), dated July 7, 2020. ASM Nationwide is without knowledge or information
19 sufficient to form a belief as to the truth of the remaining allegations of Paragraph 119 and,
20 therefore, denies the same.

21 120. The allegations of Paragraph 120 are not directed toward ASM Nationwide and,
22 therefore, no response is required. To the extent a response is required, ASM Nationwide states
23 that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order
24 Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC,
25 and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under
26 NRCP 12(b)(5), dated July 7, 2020. ASM Nationwide is without knowledge or information
27 sufficient to form a belief as to the truth of the remaining allegations of Paragraph 120 and,
28 therefore, denies the same.



1 121. The allegations of Paragraph 121 are not directed toward ASM Nationwide and,
2 therefore, no response is required. To the extent a response is required, ASM Nationwide states
3 that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order
4 Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC,
5 and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under
6 NRCP 12(b)(5), dated July 7, 2020. ASM Nationwide is without knowledge or information
7 sufficient to form a belief as to the truth of the remaining allegations of Paragraph 121 and,
8 therefore, denies the same.

9 122. The allegations of Paragraph 122 are not directed toward ASM Nationwide and,
10 therefore, no response is required. To the extent a response is required, ASM Nationwide states
11 that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order
12 Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC,
13 and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under
14 NRCP 12(b)(5), dated July 7, 2020. ASM Nationwide is without knowledge or information
15 sufficient to form a belief as to the truth of the remaining allegations of Paragraph 122 and,
16 therefore, denies the same.

17 123. The allegations of Paragraph 123 are not directed toward ASM Nationwide and,
18 therefore, no response is required. To the extent a response is required, ASM Nationwide states
19 that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order
20 Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC,
21 and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under
22 NRCP 12(b)(5), dated July 7, 2020. ASM Nationwide is without knowledge or information
23 sufficient to form a belief as to the truth of the remaining allegations of Paragraph 123 and,
24 therefore, denies the same.

25 124. The allegations of Paragraph 124 are not directed toward ASM Nationwide and,
26 therefore, no response is required. To the extent a response is required, ASM Nationwide states
27 that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order
28 Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC,



1 and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under
2 NRCP 12(b)(5), dated July 7, 2020. ASM Nationwide is without knowledge or information
3 sufficient to form a belief as to the truth of the remaining allegations of Paragraph 124 and,
4 therefore, denies the same.

5 125. The allegations of Paragraph 125 are not directed toward ASM Nationwide and,
6 therefore, no response is required. To the extent a response is required, ASM Nationwide states
7 that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order
8 Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC,
9 and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under
10 NRCP 12(b)(5), dated July 7, 2020. ASM Nationwide is without knowledge or information
11 sufficient to form a belief as to the truth of the remaining allegations of Paragraph 125 and,
12 therefore, denies the same.

13 126. The allegations of Paragraph 126 are not directed toward ASM Nationwide and,
14 therefore, no response is required. To the extent a response is required, ASM Nationwide states
15 that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order
16 Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC,
17 and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under
18 NRCP 12(b)(5), dated July 7, 2020. ASM Nationwide is without knowledge or information
19 sufficient to form a belief as to the truth of the remaining allegations of Paragraph 126 and,
20 therefore, denies the same.

21 127. The allegations of Paragraph 127 are not directed toward ASM Nationwide, and,
22 therefore, no response is required. To the extent a response is required, ASM Nationwide
23 restates, realleges, and incorporates by reference its responses to all prior allegations of the
24 Complaint as if fully set forth herein.

25 128. The allegations of Paragraph 128 are not directed toward ASM Nationwide and,
26 therefore, no response is required. To the extent a response is required, ASM Nationwide is
27 without knowledge or information sufficient to form a belief as to the truth of the allegations of
28 Paragraph 128 and, therefore, denies the same.



1 129. The allegations of Paragraph 129 are not directed toward ASM Nationwide and,
2 therefore, no response is required. To the extent a response is required, ASM Nationwide is
3 without knowledge or information sufficient to form a belief as to the truth of the allegations of
4 Paragraph 129 and, therefore, denies the same.

5 130. The allegations of Paragraph 130 are not directed toward ASM Nationwide and,
6 therefore, no response is required. To the extent a response is required, ASM Nationwide is
7 without knowledge or information sufficient to form a belief as to the truth of the allegations of
8 Paragraph 130 and, therefore, denies the same.

9 131. The allegations of Paragraph 131 are not directed toward ASM Nationwide and,
10 therefore, no response is required. To the extent a response is required, ASM Nationwide is
11 without knowledge or information sufficient to form a belief as to the truth of the allegations of
12 Paragraph 131 and, therefore, denies the same.

13 132. The allegations of Paragraph 132 are not directed toward ASM Nationwide and,
14 therefore, no response is required. To the extent a response is required, ASM Nationwide is
15 without knowledge or information sufficient to form a belief as to the truth of the allegations of
16 Paragraph 132 and, therefore, denies the same.

17 133. The allegations of Paragraph 133 are not directed toward ASM Nationwide and,
18 therefore, no response is required. To the extent a response is required, ASM Nationwide is
19 without knowledge or information sufficient to form a belief as to the truth of the allegations of
20 Paragraph 133 and, therefore, denies the same.

21 134. The allegations of Paragraph 134 are not directed toward ASM Nationwide and,
22 therefore, no response is required. To the extent a response is required, ASM Nationwide is
23 without knowledge or information sufficient to form a belief as to the truth of the allegations of
24 Paragraph 134 and, therefore, denies the same.

25 135. The allegations of Paragraph 135 are not directed toward ASM Nationwide and,
26 therefore, no response is required. To the extent a response is required, ASM Nationwide is
27 without knowledge or information sufficient to form a belief as to the truth of the allegations of
28 Paragraph 135 and, therefore, denies the same.



1 136. The allegations of Paragraph 136 are not directed toward ASM Nationwide and,
2 therefore, no response is required. To the extent a response is required, ASM Nationwide is
3 without knowledge or information sufficient to form a belief as to the truth of the allegations of
4 Paragraph 136 and, therefore, denies the same.

5 137. The allegations of Paragraph 137 are not directed toward ASM Nationwide and,
6 therefore, no response is required. To the extent a response is required, ASM Nationwide is
7 without knowledge or information sufficient to form a belief as to the truth of the allegations of
8 Paragraph 137 and, therefore, denies the same.

9 138. The allegations of Paragraph 138 are not directed toward ASM Nationwide and,
10 therefore, no response is required. To the extent a response is required, ASM Nationwide is
11 without knowledge or information sufficient to form a belief as to the truth of the allegations of
12 Paragraph 138 and, therefore, denies the same.

13 139. The allegations of Paragraph 139 are not directed toward ASM Nationwide and,
14 therefore, no response is required. To the extent a response is required, ASM Nationwide is
15 without knowledge or information sufficient to form a belief as to the truth of the allegations of
16 Paragraph 139 and, therefore, denies the same.

17 140. The allegations of Paragraph 140 are not directed toward ASM Nationwide and,
18 therefore, no response is required. To the extent a response is required, ASM Nationwide is
19 without knowledge or information sufficient to form a belief as to the truth of the allegations of
20 Paragraph 140 and, therefore, denies the same.

21 141. The allegations of Paragraph 141 are not directed toward ASM Nationwide and,
22 therefore, no response is required. To the extent a response is required, ASM Nationwide is
23 without knowledge or information sufficient to form a belief as to the truth of the allegations of
24 Paragraph 141 and, therefore, denies the same.

25 142. The allegations of Paragraph 142 are not directed toward ASM Nationwide and,
26 therefore, no response is required. To the extent a response is required, ASM Nationwide is
27 without knowledge or information sufficient to form a belief as to the truth of the allegations of
28 Paragraph 142 and, therefore, denies the same.



1 143. The allegations of Paragraph 143 are not directed toward ASM Nationwide and,
2 therefore, no response is required. To the extent a response is required, ASM Nationwide is
3 without knowledge or information sufficient to form a belief as to the truth of the allegations of
4 Paragraph 143 and, therefore, denies the same.

5 144. The allegations of Paragraph 144 are not directed toward ASM Nationwide and,
6 therefore, no response is required. To the extent a response is required, ASM Nationwide is
7 without knowledge or information sufficient to form a belief as to the truth of the allegations of
8 Paragraph 144 and, therefore, denies the same.

9 145. The allegations of Paragraph 145 are not directed toward ASM Nationwide and,
10 therefore, no response is required. To the extent a response is required, ASM Nationwide is
11 without knowledge or information sufficient to form a belief as to the truth of the allegations of
12 Paragraph 145 and, therefore, denies the same.

13 146. The allegations of Paragraph 146 are not directed toward ASM Nationwide and,
14 therefore, no response is required. To the extent a response is required, ASM Nationwide is
15 without knowledge or information sufficient to form a belief as to the truth of the allegations of
16 Paragraph 146 and, therefore, denies the same.

17 147. The allegations of Paragraph 147 are not directed toward ASM Nationwide and,
18 therefore, no response is required. To the extent a response is required, ASM Nationwide is
19 without knowledge or information sufficient to form a belief as to the truth of the allegations of
20 Paragraph 147 and, therefore, denies the same.

21 148. The allegations of Paragraph 148 are not directed toward ASM Nationwide, and,
22 therefore, no response is required. To the extent a response is required, ASM Nationwide
23 restates, realleges, and incorporates by reference its responses to all prior allegations of the
24 Complaint as if fully set forth herein.

25 149. The allegations of Paragraph 149 are not directed toward ASM Nationwide and,
26 therefore, no response is required. To the extent a response is required, ASM Nationwide is
27 without knowledge or information sufficient to form a belief as to the truth of the allegations of
28 Paragraph 149 and, therefore, denies the same.



1 150. The allegations of Paragraph 150 are not directed toward ASM Nationwide and,
2 therefore, no response is required. To the extent a response is required, ASM Nationwide is
3 without knowledge or information sufficient to form a belief as to the truth of the allegations of
4 Paragraph 150 and, therefore, denies the same.

5 151. The allegations of Paragraph 151 are not directed toward ASM Nationwide and,
6 therefore, no response is required. To the extent a response is required, ASM Nationwide is
7 without knowledge or information sufficient to form a belief as to the truth of the allegations of
8 Paragraph 151 and, therefore, denies the same.

9 152. The allegations of Paragraph 152 are not directed toward ASM Nationwide and,
10 therefore, no response is required. To the extent a response is required, ASM Nationwide is
11 without knowledge or information sufficient to form a belief as to the truth of the allegations of
12 Paragraph 152 and, therefore, denies the same.

13 153. The allegations of Paragraph 153 are not directed toward ASM Nationwide and,
14 therefore, no response is required. To the extent a response is required, ASM Nationwide is
15 without knowledge or information sufficient to form a belief as to the truth of the allegations of
16 Paragraph 153 and, therefore, denies the same.

17 154. The allegations of Paragraph 154 are not directed toward ASM Nationwide and,
18 therefore, no response is required. To the extent a response is required, ASM Nationwide is
19 without knowledge or information sufficient to form a belief as to the truth of the allegations of
20 Paragraph 154 and, therefore, denies the same.

21 155. The allegations of Paragraph 155 are not directed toward ASM Nationwide and,
22 therefore, no response is required. To the extent a response is required, ASM Nationwide is
23 without knowledge or information sufficient to form a belief as to the truth of the allegations of
24 Paragraph 155 and, therefore, denies the same.

25 156. The allegations of Paragraph 156 are not directed toward ASM Nationwide and,
26 therefore, no response is required. To the extent a response is required, ASM Nationwide is
27 without knowledge or information sufficient to form a belief as to the truth of the allegations of
28 Paragraph 156 and, therefore, denies the same.



1 157. The allegations of Paragraph 157 are not directed toward ASM Nationwide and,
2 therefore, no response is required. To the extent a response is required, ASM Nationwide is
3 without knowledge or information sufficient to form a belief as to the truth of the allegations of
4 Paragraph 157 and, therefore, denies the same.

5 158. The allegations of Paragraph 158 are not directed toward ASM Nationwide and,
6 therefore, no response is required. To the extent a response is required, ASM Nationwide is
7 without knowledge or information sufficient to form a belief as to the truth of the allegations of
8 Paragraph 158 and, therefore, denies the same.

9 159. The allegations of Paragraph 159 are not directed toward ASM Nationwide and,
10 therefore, no response is required. To the extent a response is required, ASM Nationwide is
11 without knowledge or information sufficient to form a belief as to the truth of the allegations of
12 Paragraph 159 and, therefore, denies the same.

13 160. The allegations of Paragraph 160 are not directed toward ASM Nationwide and,
14 therefore, no response is required. To the extent a response is required, ASM Nationwide is
15 without knowledge or information sufficient to form a belief as to the truth of the allegations of
16 Paragraph 160 and, therefore, denies the same.

17 161. The allegations of Paragraph 161 are not directed toward ASM Nationwide and,
18 therefore, no response is required. To the extent a response is required, ASM Nationwide is
19 without knowledge or information sufficient to form a belief as to the truth of the allegations of
20 Paragraph 161 and, therefore, denies the same.

21 162. The allegations of Paragraph 162 are not directed toward ASM Nationwide and,
22 therefore, no response is required. To the extent a response is required, ASM Nationwide is
23 without knowledge or information sufficient to form a belief as to the truth of the allegations of
24 Paragraph 162 and, therefore, denies the same.

25 163. The allegations of Paragraph 163 are not directed toward ASM Nationwide and,
26 therefore, no response is required. To the extent a response is required, ASM Nationwide is
27 without knowledge or information sufficient to form a belief as to the truth of the allegations of
28 Paragraph 163 and, therefore, denies the same.



1 164. The allegations of Paragraph 164 are not directed toward ASM Nationwide and,
2 therefore, no response is required. To the extent a response is required, ASM Nationwide is
3 without knowledge or information sufficient to form a belief as to the truth of the allegations of
4 Paragraph 164 and, therefore, denies the same.

5 165. The allegations of Paragraph 165 are not directed toward ASM Nationwide and,
6 therefore, no response is required. To the extent a response is required, ASM Nationwide is
7 without knowledge or information sufficient to form a belief as to the truth of the allegations of
8 Paragraph 165 and, therefore, denies the same.

9 166. The allegations of Paragraph 166 are not directed toward ASM Nationwide and,
10 therefore, no response is required. To the extent a response is required, ASM Nationwide is
11 without knowledge or information sufficient to form a belief as to the truth of the allegations of
12 Paragraph 166 and, therefore, denies the same.

13 176.¹ The allegations of Paragraph 176 are not directed toward ASM Nationwide, and,
14 therefore, no response is required. To the extent a response is required, ASM Nationwide
15 restates, realleges, and incorporates by reference its responses to all prior allegations of the
16 Complaint as if fully set forth herein.

17 177. The allegations of Paragraph 177 are not directed toward ASM Nationwide and,
18 therefore, no response is required. To the extent a response is required, ASM Nationwide is
19 without knowledge or information sufficient to form a belief as to the truth of the allegations of
20 Paragraph 177 and, therefore, denies the same.

21 178. The allegations of Paragraph 178 are not directed toward ASM Nationwide and,
22 therefore, no response is required. To the extent a response is required, ASM Nationwide is
23 without knowledge or information sufficient to form a belief as to the truth of the allegations of
24 Paragraph 178 and, therefore, denies the same.

25 179. The allegations of Paragraph 179 are not directed toward ASM Nationwide and,
26

27 ¹ From this point to the end of Plaintiffs' Complaint, the allegations are misnumbered. To avoid confusion, ASM
28 Nationwide responds to the allegations as numbered in the Complaint.



1 therefore, no response is required. To the extent a response is required, ASM Nationwide is
2 without knowledge or information sufficient to form a belief as to the truth of the allegations of
3 Paragraph 179 and, therefore, denies the same.

4 180. The allegations of Paragraph 180 are not directed toward ASM Nationwide and,
5 therefore, no response is required. To the extent a response is required, ASM Nationwide is
6 without knowledge or information sufficient to form a belief as to the truth of the allegations of
7 Paragraph 180 and, therefore, denies the same.

8 181. The allegations of Paragraph 181 are not directed toward ASM Nationwide and,
9 therefore, no response is required. To the extent a response is required, ASM Nationwide is
10 without knowledge or information sufficient to form a belief as to the truth of the allegations of
11 Paragraph 181 and, therefore, denies the same.

12 182. The allegations of Paragraph 182 are not directed toward ASM Nationwide and,
13 therefore, no response is required. To the extent a response is required, ASM Nationwide is
14 without knowledge or information sufficient to form a belief as to the truth of the allegations of
15 Paragraph 182 and, therefore, denies the same.

16 183. The allegations of Paragraph 183 are not directed toward ASM Nationwide and,
17 therefore, no response is required. To the extent a response is required, ASM Nationwide is
18 without knowledge or information sufficient to form a belief as to the truth of the allegations of
19 Paragraph 183 and, therefore, denies the same.

20 184. The allegations of Paragraph 184 are not directed toward ASM Nationwide and,
21 therefore, no response is required. To the extent a response is required, ASM Nationwide is
22 without knowledge or information sufficient to form a belief as to the truth of the allegations of
23 Paragraph 184 and, therefore, denies the same.

24 185. The allegations of Paragraph 185 are not directed toward ASM Nationwide and,
25 therefore, no response is required. To the extent a response is required, ASM Nationwide is
26 without knowledge or information sufficient to form a belief as to the truth of the allegations of
27 Paragraph 185 and, therefore, denies the same.

28 186. The allegations of Paragraph 186 are not directed toward ASM Nationwide and,



1 therefore, no response is required. To the extent a response is required, ASM Nationwide is
2 without knowledge or information sufficient to form a belief as to the truth of the allegations of
3 Paragraph 186 and, therefore, denies the same.

4 187. The allegations of Paragraph 187 are not directed toward ASM Nationwide and,
5 therefore, no response is required. To the extent a response is required, ASM Nationwide is
6 without knowledge or information sufficient to form a belief as to the truth of the allegations of
7 Paragraph 187 and, therefore, denies the same.

8 188. The allegations of Paragraph 188 are not directed toward ASM Nationwide and,
9 therefore, no response is required. To the extent a response is required, ASM Nationwide is
10 without knowledge or information sufficient to form a belief as to the truth of the allegations of
11 Paragraph 188 and, therefore, denies the same.

12 189. The allegations of Paragraph 189 are not directed toward ASM Nationwide and,
13 therefore, no response is required. To the extent a response is required, ASM Nationwide is
14 without knowledge or information sufficient to form a belief as to the truth of the allegations of
15 Paragraph 189 and, therefore, denies the same.

16 190. The allegations of Paragraph 190 are not directed toward ASM Nationwide and,
17 therefore, no response is required. To the extent a response is required, ASM Nationwide is
18 without knowledge or information sufficient to form a belief as to the truth of the allegations of
19 Paragraph 190 and, therefore, denies the same.

20 191. The allegations of Paragraph 191 are not directed toward ASM Nationwide and,
21 therefore, no response is required. To the extent a response is required, ASM Nationwide is
22 without knowledge or information sufficient to form a belief as to the truth of the allegations of
23 Paragraph 191 and, therefore, denies the same.

24 192. The allegations of Paragraph 192 are not directed toward ASM Nationwide, and,
25 therefore, no response is required. To the extent a response is required, ASM Nationwide
26 restates, realleges, and incorporates by reference its responses to all prior allegations of the
27 Complaint as if fully set forth herein.

28 193. The allegations of Paragraph 193 are not directed toward ASM Nationwide and,



1 therefore, no response is required. To the extent a response is required, ASM Nationwide is
2 without knowledge or information sufficient to form a belief as to the truth of the allegations of
3 Paragraph 193 and, therefore, denies the same.

4 194. The allegations of Paragraph 194 are not directed toward ASM Nationwide and,
5 therefore, no response is required. To the extent a response is required, ASM Nationwide is
6 without knowledge or information sufficient to form a belief as to the truth of the allegations of
7 Paragraph 194 and, therefore, denies the same.

8 195. The allegations of Paragraph 195 are not directed toward ASM Nationwide and,
9 therefore, no response is required. To the extent a response is required, ASM Nationwide is
10 without knowledge or information sufficient to form a belief as to the truth of the allegations of
11 Paragraph 195 and, therefore, denies the same.

12 196. The allegations of Paragraph 196 are not directed toward ASM Nationwide and,
13 therefore, no response is required. To the extent a response is required, ASM Nationwide is
14 without knowledge or information sufficient to form a belief as to the truth of the allegations of
15 Paragraph 196 and, therefore, denies the same.

16 197. The allegations of Paragraph 197 are not directed toward ASM Nationwide and,
17 therefore, no response is required. To the extent a response is required, ASM Nationwide is
18 without knowledge or information sufficient to form a belief as to the truth of the allegations of
19 Paragraph 197 and, therefore, denies the same.

20 198. The allegations of Paragraph 198 are not directed toward ASM Nationwide and,
21 therefore, no response is required. To the extent a response is required, ASM Nationwide is
22 without knowledge or information sufficient to form a belief as to the truth of the allegations of
23 Paragraph 198 and, therefore, denies the same.

24 199. The allegations of Paragraph 199 are not directed toward ASM Nationwide and,
25 therefore, no response is required. To the extent a response is required, ASM Nationwide is
26 without knowledge or information sufficient to form a belief as to the truth of the allegations of
27 Paragraph 199 and, therefore, denies the same.

28 200. The allegations of Paragraph 200 are not directed toward ASM Nationwide and,



1 therefore, no response is required. To the extent a response is required, ASM Nationwide is
2 without knowledge or information sufficient to form a belief as to the truth of the allegations of
3 Paragraph 200 and, therefore, denies the same.

4 201. The allegations of Paragraph 201 are not directed toward ASM Nationwide and,
5 therefore, no response is required. To the extent a response is required, ASM Nationwide is
6 without knowledge or information sufficient to form a belief as to the truth of the allegations of
7 Paragraph 201 and, therefore, denies the same.

8 202. The allegations of Paragraph 202 are not directed toward ASM Nationwide and,
9 therefore, no response is required. To the extent a response is required, ASM Nationwide is
10 without knowledge or information sufficient to form a belief as to the truth of the allegations of
11 Paragraph 202 and, therefore, denies the same.

12 203. The allegations of Paragraph 203 are not directed toward ASM Nationwide and,
13 therefore, no response is required. To the extent a response is required, ASM Nationwide is
14 without knowledge or information sufficient to form a belief as to the truth of the allegations of
15 Paragraph 203 and, therefore, denies the same.

16 204. The allegations of Paragraph 204 are not directed toward ASM Nationwide and,
17 therefore, no response is required. To the extent a response is required, ASM Nationwide is
18 without knowledge or information sufficient to form a belief as to the truth of the allegations of
19 Paragraph 204 and, therefore, denies the same.

20 205. The allegations of Paragraph 205 are not directed toward ASM Nationwide and,
21 therefore, no response is required. To the extent a response is required, ASM Nationwide is
22 without knowledge or information sufficient to form a belief as to the truth of the allegations of
23 Paragraph 205 and, therefore, denies the same.

24 206. The allegations of Paragraph 206 are not directed toward ASM Nationwide, and,
25 therefore, no response is required. To the extent a response is required, ASM Nationwide
26 restates, realleges, and incorporates by reference its responses to all prior allegations of the
27 Complaint as if fully set forth herein.

28 207. The allegations of Paragraph 207 are not directed toward ASM Nationwide and,



1 therefore, no response is required. To the extent a response is required, ASM Nationwide is
2 without knowledge or information sufficient to form a belief as to the truth of the allegations of
3 Paragraph 207 and, therefore, denies the same.

4 208. The allegations of Paragraph 208 are not directed toward ASM Nationwide and,
5 therefore, no response is required. To the extent a response is required, ASM Nationwide is
6 without knowledge or information sufficient to form a belief as to the truth of the allegations of
7 Paragraph 87 and, therefore, denies the same.

8 209. The allegations of Paragraph 209 are not directed toward ASM Nationwide and,
9 therefore, no response is required. To the extent a response is required, ASM Nationwide is
10 without knowledge or information sufficient to form a belief as to the truth of the allegations of
11 Paragraph 209 and, therefore, denies the same.

12 210. The allegations of Paragraph 210 are not directed toward ASM Nationwide and,
13 therefore, no response is required. To the extent a response is required, ASM Nationwide is
14 without knowledge or information sufficient to form a belief as to the truth of the allegations of
15 Paragraph 210 and, therefore, denies the same.

16 211. The allegations of Paragraph 211 are not directed toward ASM Nationwide and,
17 therefore, no response is required. To the extent a response is required, ASM Nationwide is
18 without knowledge or information sufficient to form a belief as to the truth of the allegations of
19 Paragraph 211 and, therefore, denies the same.

20 212. The allegations of Paragraph 212 are not directed toward ASM Nationwide and,
21 therefore, no response is required. To the extent a response is required, ASM Nationwide is
22 without knowledge or information sufficient to form a belief as to the truth of the allegations of
23 Paragraph 212 and, therefore, denies the same.

24 213. The allegations of Paragraph 213 are not directed toward ASM Nationwide and,
25 therefore, no response is required. To the extent a response is required, ASM Nationwide is
26 without knowledge or information sufficient to form a belief as to the truth of the allegations of
27 Paragraph 213 and, therefore, denies the same.

28 214. The allegations of Paragraph 214 are not directed toward ASM Nationwide and,



1 therefore, no response is required. To the extent a response is required, ASM Nationwide is
2 without knowledge or information sufficient to form a belief as to the truth of the allegations of
3 Paragraph 214 and, therefore, denies the same.

4 215. The allegations of Paragraph 215 are not directed toward ASM Nationwide and,
5 therefore, no response is required. To the extent a response is required, ASM Nationwide is
6 without knowledge or information sufficient to form a belief as to the truth of the allegations of
7 Paragraph 215 and, therefore, denies the same.

8 216. The allegations of Paragraph 216 are not directed toward ASM Nationwide and,
9 therefore, no response is required. To the extent a response is required, ASM Nationwide is
10 without knowledge or information sufficient to form a belief as to the truth of the allegations of
11 Paragraph 216 and, therefore, denies the same.

12 217. The allegations of Paragraph 217 are not directed toward ASM Nationwide and,
13 therefore, no response is required. To the extent a response is required, ASM Nationwide is
14 without knowledge or information sufficient to form a belief as to the truth of the allegations of
15 Paragraph 217 and, therefore, denies the same.

16 218. The allegations of Paragraph 218 are not directed toward ASM Nationwide and,
17 therefore, no response is required. To the extent a response is required, ASM Nationwide is
18 without knowledge or information sufficient to form a belief as to the truth of the allegations of
19 Paragraph 218 and, therefore, denies the same.

20 219. The allegations of Paragraph 219 are not directed toward ASM Nationwide and,
21 therefore, no response is required. To the extent a response is required, ASM Nationwide is
22 without knowledge or information sufficient to form a belief as to the truth of the allegations of
23 Paragraph 219 and, therefore, denies the same.

24 220. The allegations of Paragraph 220 are not directed toward ASM Nationwide and,
25 therefore, no response is required. To the extent a response is required, ASM Nationwide is
26 without knowledge or information sufficient to form a belief as to the truth of the allegations of
27 Paragraph 220 and, therefore, denies the same.

28 221. The allegations of Paragraph 221 are not directed toward ASM Nationwide and,



1 therefore, no response is required. To the extent a response is required, ASM Nationwide is
2 without knowledge or information sufficient to form a belief as to the truth of the allegations of
3 Paragraph 221 and, therefore, denies the same.

4 222. ASM Nationwide restates, realleges, and incorporates by reference its responses
5 to all prior allegations of the Complaint as if fully set forth herein.

6 223. ASM Nationwide admits that it was a Nevada corporation that was formed in
7 2007, and dissolved in 2020, and that it had a retail outlet in Nevada for the sale of tobacco
8 products, including cigarettes. ASM Nationwide denies the remaining allegations of Paragraph
9 223.

10 224. ASM Nationwide admits that it was a Nevada corporation that was formed in
11 2007, and dissolved in 2020, and that it had a retail outlet in Nevada for the sale of tobacco
12 products, including cigarettes. ASM Nationwide is without knowledge or information sufficient
13 to form a belief as to the truth of the allegations of Paragraph 224 regarding Plaintiff Sandra
14 Camacho's alleged purchase history and, therefore, denies the same. ASM Nationwide denies
15 the remaining allegations of Paragraph 224.

16 225. ASM Nationwide admits that it was a Nevada corporation that was formed in
17 2007, and dissolved in 2020, and that it had a retail outlet in Nevada for the sale of tobacco
18 products, including cigarettes. ASM Nationwide denies the remaining allegations of Paragraph
19 225.

20 226. Paragraph 226 asserts legal conclusions to which no response is required. To the
21 extent a response is required, ASM Nationwide denies the allegations of Paragraph 226.

22 227. Paragraph 227 asserts legal conclusions to which no response is required. To the
23 extent a response is required, ASM Nationwide denies the allegations of Paragraph 227.

24 228. Paragraph 228 asserts legal conclusions to which no response is required. To the
25 extent a response is required, ASM Nationwide denies the allegations of Paragraph 228.

26 229. Paragraph 229 asserts legal conclusions to which no response is required. To the
27 extent a response is required, ASM Nationwide denies the allegations of Paragraph 229.

28 230. Paragraph 230 asserts legal conclusions to which no response is required. To the



1 extent a response is required, ASM Nationwide denies the allegations of Paragraph 230.

2 231. Paragraph 231 asserts legal conclusions to which no response is required. To the
3 extent a response is required, ASM Nationwide denies the allegations of Paragraph 231.

4 232. Paragraph 232 asserts legal conclusions to which no response is required. To the
5 extent a response is required, ASM Nationwide admits that Plaintiff Sandra Camacho purports to
6 seek damages that exceed \$15,000.00, but denies that Plaintiff Sandra Camacho is entitled to the
7 relief requested in Paragraph 232, or any relief whatsoever. ASM Nationwide denies the
8 remaining allegations of Paragraph 232.

9 233. Paragraph 233 asserts legal conclusions to which no response is required. To the
10 extent a response is required, ASM Nationwide admits that Plaintiff Anthony Camacho purports
11 to seek damages that exceed \$15,000.00, but denies that Plaintiff Anthony Camacho is entitled to
12 the relief requested in Paragraph 233, or any relief whatsoever. ASM Nationwide denies the
13 remaining allegations of Paragraph 233.

14 234. Paragraph 234 asserts legal conclusions to which no response is required. To the
15 extent a response is required, ASM Nationwide denies the allegations of Paragraph 234.

16 235. Paragraph 235 asserts legal conclusions to which no response is required. To the
17 extent a response is required, ASM Nationwide denies the allegations of Paragraph 235.

18 236. Paragraph 236 asserts legal conclusions to which no response is required. To the
19 extent a response is required, ASM Nationwide denies the allegations of Paragraph 236.

20 237. Paragraph 237 asserts legal conclusions to which no response is required. To the
21 extent a response is required, ASM Nationwide denies the allegations of Paragraph 237.

22 238. Paragraph 238 asserts legal conclusions to which no response is required. To the
23 extent a response is required, ASM Nationwide denies the allegations of Paragraph 238.

24 ASM Nationwide denies that Plaintiffs are entitled to the relief requested in the
25 unnumbered WHEREFORE paragraph, or any relief whatsoever.

26 **AFFIRMATIVE DEFENSES**

27 **FIRST AFFIRMATIVE DEFENSE**

28 Plaintiffs' Complaint, and each count thereof, fails to state a cause of action upon which



1 relief can be granted against ASM Nationwide.

2 **SECOND AFFIRMATIVE DEFENSE**

3 Plaintiffs' claims against ASM Nationwide, if any, are barred, in whole or in part, by the
4 applicable statutes of limitations, statutes of repose, and/or the doctrines of laches, waiver, *res*
5 *judicata*, claim preclusion, and estoppel.

6 **THIRD AFFIRMATIVE DEFENSE**

7 If Plaintiffs have sustained any injuries or incurred any damages, which alleged injuries
8 and damages are denied, such alleged injuries and damages were the result of intervening or
9 superseding events, factors, occurrences, or conditions, which were in no way caused by ASM
10 Nationwide and for which ASM Nationwide is not responsible and liable.

11 **FOURTH AFFIRMATIVE DEFENSE**

12 If Plaintiffs have sustained any injuries or incurred any damages, which alleged injuries
13 and damages are denied, such alleged injuries and damages were caused, in whole or in part, by
14 the acts, wrongs, or omissions of persons other than Plaintiffs or ASM Nationwide and for which
15 ASM Nationwide is not responsible and liable.

16 **FIFTH AFFIRMATIVE DEFENSE**

17 Plaintiffs' claims are barred to the extent Plaintiffs seek to impose liability retroactively
18 for conduct that was not actionable at the time it occurred.

19 **SIXTH AFFIRMATIVE DEFENSE**

20 ASM Nationwide is entitled to set-off, should any damages be awarded against it, in the
21 amount of damages or settlement amounts recovered by Plaintiffs with respect to the same
22 alleged injuries.

23 **SEVENTH AFFIRMATIVE DEFENSE**

24 Plaintiffs' claims are barred, in whole or in part, because Plaintiffs failed to mitigate any
25 injuries and damages they allegedly suffered.

26 **EIGHTH AFFIRMATIVE DEFENSE**

27 Plaintiffs' claims are barred, in whole or in part, because they violate ASM Nationwide's
28 rights under the First Amendment to the United States Constitution and cognate provisions of the

1 Nevada Constitution, which protect the rights to freedom of speech, to petition the government,
2 and to freedom of association.

3 **NINTH AFFIRMATIVE DEFENSE**

4 Plaintiffs' claims are barred, in whole or in part, by the Supremacy Clause of the United
5 States Constitution, art. VI, § 2, because those claims are preempted and/or precluded by federal
6 law, including, but not limited to, the Federal Cigarette Labeling and Advertising Act, 15 U.S.C.
7 §§ 1331 *et seq.*, and the Federal Trade Commission's policies and regulations regarding the
8 cigarette industry.

9 **TENTH AFFIRMATIVE DEFENSE**

10 Plaintiffs' claims are barred, in whole or in part, by the Supremacy Clause of the United
11 States Constitution, art. VI, § 2, because those claims are preempted and/or precluded by federal
12 law. Specifically, under the doctrine of conflict preemption, because Congress has specifically
13 foreclosed the removal of tobacco products from the market, any claims of liability based solely
14 on ASM Nationwide's sale of cigarettes are preempted.

15 **ELEVENTH AFFIRMATIVE DEFENSE**

16 Plaintiffs' claims are barred, in whole or in part, by the First Amendment to the United
17 States Constitution, and by the *Noerr-Pennington* Doctrine, to the extent that such claims are
18 premised, in whole or in part, on alleged statements or conduct in judicial, legislative, or
19 administrative proceedings of any kind or at any level of government.

20 **TWELFTH AFFIRMATIVE DEFENSE**

21 Plaintiffs' claims are barred, in whole or in part, because they violate the Due Process
22 provisions of the Fifth Amendment and § 1 of the Fourteenth Amendment to the United States
23 Constitution, as well as cognate provisions of the Nevada Constitution, to the extent that they
24 seek to deprive ASM Nationwide of procedural and substantive safeguards, including traditional
25 defenses to liability.

26 **THIRTEENTH AFFIRMATIVE DEFENSE**

27 Plaintiffs' claims are barred, in whole or in part, by Plaintiffs' comparative negligence,
28 fault, responsibility, or want of due care, including Plaintiff Sandra Camacho's choice to smoke.



1 Plaintiffs are, therefore, barred from any recovery, or any recoverable damages must be reduced
2 in proportion to the amount of negligence attributable to Plaintiffs.

3 **FOURTEENTH AFFIRMATIVE DEFENSE**

4 If Plaintiffs were injured or damaged, which alleged injuries and damages are denied,
5 such alleged injuries and damages were caused solely or proximately by the acts, wrongs, or
6 omissions of Plaintiffs, by preexisting conditions, or by forces, and/or things over which ASM
7 Nationwide had no control and for which ASM Nationwide is not responsible and not liable.

8 **FIFTEENTH AFFIRMATIVE DEFENSE**

9 Plaintiffs' claims are barred, in whole or in part, by the doctrine of assumption of the risk.

10 **SIXTEENTH AFFIRMATIVE DEFENSE**

11 Plaintiffs' claims are barred, in whole or in part, because any cigarettes sold by ASM
12 Nationwide are, and always have been, consistent with available technological, medical,
13 scientific, and industrial state-of-the-art and comply, and have complied, with all applicable laws
14 and governmental regulations.

15 **SEVENTEENTH AFFIRMATIVE DEFENSE**

16 While denying at all times that any product sold by ASM Nationwide was "unreasonably
17 dangerous," Plaintiffs' strict liability claim violates the Fifth and Fourteenth Amendments to the
18 United States Constitution and cognate provisions of the Nevada Constitution to the extent that,
19 *inter alia*, (a) the jury is not provided with standards of sufficient clarity, objectivity, and
20 uniformity for determining whether cigarettes sold by ASM Nationwide are "unreasonably
21 dangerous," and (b) any jury determination that cigarettes sold by ASM Nationwide are
22 "unreasonably dangerous" is not subject to judicial review on the basis of objective and uniform
23 standards.

24 **EIGHTEENTH AFFIRMATIVE DEFENSE**

25 The law of the State of Nevada and the Due Process Clause of the Fourteenth
26 Amendment to the United States Constitution forbid punishing ASM Nationwide simply for
27 lawfully selling a legal product.

28 ///



1 **NINETEENTH AFFIRMATIVE DEFENSE**

2 The preemption provisions of the Federal Cigarette Labeling and Advertising Act, 15
3 U.S.C. §§ 1331 *et seq.*, as well as implied congressional preemption, preclude punishment for
4 that portion of the conduct alleged in the Complaint that post dated July 1, 1969, alleging any
5 kind of failure to warn of cigarettes' danger, "neutralization" of congressionally mandated
6 warning labels, or marketing cigarettes to particular (adult) demographic groups.

7 **TWENTIETH AFFIRMATIVE DEFENSE**

8 Plaintiffs' claims are barred to the extent Plaintiffs' alleged injuries were caused, in
9 whole or in part, by Plaintiff Sandra Camacho's "unreasonable use" of cigarettes.

10 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

11 If any defects exist with respect to cigarettes sold by ASM Nationwide, as alleged in the
12 Complaint, any such defects were open and obvious. Accordingly, Plaintiffs cannot recover
13 herein against ASM Nationwide.

14 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

15 While denying at all times that any cigarettes sold by ASM Nationwide caused or
16 contributed to the injuries and damages alleged in the Complaint, ASM Nationwide avers that
17 Plaintiffs were warned or otherwise made aware of the alleged dangers of cigarette smoking and,
18 further, that any such dangers, to the extent they existed, were not beyond those which would
19 have been contemplated by an ordinary consumer of the cigarettes. Plaintiffs, therefore, are
20 barred from any recovery on the claims asserted.

21 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

22 To the extent Plaintiffs' claims are based on an alleged duty to disclose the risks
23 associated with cigarette smoking, such claims are barred because such risks, to the extent they
24 exist, are and always have been commonly known.

25 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

26 In the event that Plaintiffs establish liability on the part of ASM Nationwide, which
27 liability ASM Nationwide specifically denies, any alleged injuries or damages were caused in
28 whole or in part by the negligence of Plaintiffs, thereby barring Plaintiffs' recovery in whole or



1 in part.

2 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

3 Plaintiffs lack either standing or capacity, or both, to bring some or all of the claims
4 alleged in the Complaint.

5 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

6 Plaintiffs' claims are barred, in whole or in part, because the alleged conduct of ASM
7 Nationwide was undertaken in good faith for valid business purposes.

8 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

9 Plaintiffs' claim for punitive damages cannot be sustained because an award of punitive
10 damages under Nevada law by a jury that (1) is not provided constitutionally adequate standards
11 of sufficient clarity for determining the appropriate imposition of, and the appropriate size of, a
12 punitive damages award; (2) is not adequately instructed on the limits of punitive damages
13 imposed by the applicable principles of deterrence and punishment; (3) is not expressly
14 prohibited from awarding punitive damages, or determining the amount of an award of punitive
15 damages, in whole or in part on the basis of invidiously discriminatory characteristics, including
16 without limitation the residence, wealth, and corporate status of ASM Nationwide; (4) is
17 permitted to award punitive damages under a standard for determining liability for punitive
18 damages that is vague and arbitrary and does not define with sufficient clarity the conduct or
19 mental state that makes punitive damages permissible; (5) is not properly instructed regarding
20 Plaintiffs' burden of proof with respect to each and every element of a claim for punitive
21 damages; and (6) is not subject to trial court and appellate judicial review for reasonableness and
22 furtherance of legitimate purposes on the basis of constitutionally adequate and objective
23 standards, would violate ASM Nationwide's due process and equal protection rights guaranteed
24 by the Fifth and Fourteenth Amendments to the United States Constitution and applicable
25 provisions of the Nevada Constitution, and would be improper under the common law and public
26 policy of Nevada.

27 **TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

28 Plaintiffs' claim for punitive damages cannot be sustained because Nevada law regarding



1 the standards for determining liability for and the amount of punitive damages fails to give ASM
2 Nationwide prior notice of the conduct for which punitive damages may be imposed and the
3 severity of the penalty that may be imposed and is void for vagueness in violation of ASM
4 Nationwide's due process rights guaranteed by the Fifth and Fourteenth Amendments to the
5 United States Constitution and applicable provisions of the Nevada Constitution, and would be
6 improper under the common law and public policy of the State of Nevada.

7 **TWENTY-NINTH AFFIRMATIVE DEFENSE**

8 Plaintiffs' claim for punitive damages against ASM Nationwide cannot be sustained,
9 because an award of punitive damages under Nevada law, subject to no predetermined limit,
10 such as a maximum multiple of compensatory damages, or a maximum amount on the amount of
11 punitive damages that may be imposed, would violate ASM Nationwide's due process rights
12 guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution and
13 applicable provisions of the Nevada Constitution; would violate ASM Nationwide's right not to
14 be subjected to an excessive award in violation of the Eighth Amendment to the United States
15 Constitution and applicable provisions of the Nevada Constitution; and would be improper under
16 the common law and public policy of the State of Nevada.

17 **THIRTIETH AFFIRMATIVE DEFENSE**

18 Plaintiffs' claim for punitive damages against ASM Nationwide cannot be sustained,
19 because an award of punitive damages in this case, combined with any prior, contemporaneous,
20 or subsequent judgments against ASM Nationwide for punitive damages arising out of the sale of
21 cigarettes, would constitute impermissible multiple punishments for the same wrong, in violation
22 of ASM Nationwide's due process and equal protection rights guaranteed by the Fifth and
23 Fourteenth Amendments to the United States Constitution and applicable provisions of the
24 Nevada Constitution, and would constitute double jeopardy in violation of the common law and
25 statutory law of the State of Nevada.

26 **THIRTY-FIRST AFFIRMATIVE DEFENSE**

27 Plaintiffs' claim for punitive damages against ASM Nationwide cannot be sustained,
28 because any award of punitive damages under Nevada law without the apportionment of the



award separately and severally between or among the alleged joint tortfeasors, as determined by the alleged percentage of the wrong committed by each alleged tortfeasor, would violate ASM Nationwide's due process and equal protection rights guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution and applicable provisions of the Nevada Constitution, and would be improper under the common law and public policy of the State of Nevada.

THIRTY-SECOND AFFIRMATIVE DEFENSE

Plaintiffs' claim for punitive damages against ASM Nationwide cannot be sustained, because any award of punitive damages under Nevada law, which would be penal in nature, without according ASM Nationwide the same protections that are accorded to all criminal defendants, including the protection against unreasonable searches and seizures, self-incrimination, and the right to confront adverse witnesses, a speedy trial, and the effective assistance of counsel, would violate ASM Nationwide's rights guaranteed by the Fourth, Fifth, and Sixth Amendments, as incorporated into the Fourteenth Amendment to the United States Constitution, and applicable provisions of the Nevada Constitution, and would be improper under the common law and public policy of the State of Nevada.

THIRTY-THIRD AFFIRMATIVE DEFENSE

Plaintiffs' claims against ASM Nationwide for punitive damages cannot be sustained because any award of punitive damages under a process that fails to bifurcate the issue of entitlement to punitive damages from the remaining issues would violate ASM Nationwide's due process rights guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution and applicable provisions of the Nevada Constitution, and would be improper under the common law, statutory law, and public policy of the Nevada.

THIRTY-FOURTH AFFIRMATIVE DEFENSE

No punishment may be imposed for conduct that cannot form the basis for an underlying claim for liability, including, but not limited to, conduct that occurred outside the applicable statutes of limitation and repose. Imposition of punitive damages under such circumstances would violate ASM Nationwide's procedural and substantive due process rights and equal



1 protection rights under the Fifth and Fourteenth Amendments to the United States Constitution
2 and ASM Nationwide's due process and equal protection rights under cognate provisions of the
3 Nevada Constitution, and would be improper under the common law and public policies of the
4 United States Constitution and the Nevada Constitution.

5 **THIRTY-FIFTH AFFIRMATIVE DEFENSE**

6 Plaintiffs' claims, including for punitive damages, are barred, in whole or in part, by the
7 doctrines of *res judicata* and estoppel.

8 **THIRTY-SIXTH AFFIRMATIVE DEFENSE**

9 Plaintiffs' claims against ASM Nationwide for punitive damages cannot be sustained
10 because recovery based on the asserted claims is barred under the law of the State of Nevada.

11 **THIRTY-SEVENTH AFFIRMATIVE DEFENSE**

12 Plaintiffs' claims against ASM Nationwide for punitive damages cannot be sustained for
13 more than three times the amount of compensatory damages because the exception to the cap
14 contained in NRS 42.005(1)(a) for a "manufacturer, distributor or seller of a defective product"
15 denies ASM Nationwide equal protection of the laws; discriminates against ASM Nationwide
16 without a rational basis; and is designed to disproportionately target out of state defendants with
17 higher punitive damage awards.

18 **THIRTY-EIGHTH AFFIRMATIVE DEFENSE**

19 Any affirmative defenses pled by any other Defendant and not pled by ASM Nationwide
20 are incorporated herein to the extent they do not conflict with ASM Nationwide's affirmative
21 defenses.

22 **THIRTY-NINTH AFFIRMATIVE DEFENSE**

23 ASM Nationwide hereby gives notice that it intends to rely upon any other defense that
24 may become available or appear during the discovery proceedings in this case and hereby
25 reserves its right to amend its Answer to assert any such defenses.

26 **FORTIETH AFFIRMATIVE DEFENSE**

27 ASM Nationwide intends to rely upon and reserves its right to assert other and related
28 defenses, as may become available in the event of a determination that this action, or some part

hereof, is governed by the substantive law of a state other than Nevada.

JURY DEMAND

ASM Nationwide hereby demands a trial by jury on all issues.

PRAYER FOR RELIEF

WHEREFORE, ASM Nationwide respectfully requests and prays as follows:

1. That Plaintiffs take nothing by their Complaint;
2. That this action be dismissed with prejudice as to ASM Nationwide;
3. That ASM Nationwide recover its costs of suit, including reasonable attorneys' fees; and
4. For such other relief as the Court deems just and proper.

Dated this 27th day of July, 2020.

WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC

/s/ D. Lee Roberts, Jr.

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Daniela LaBounty, Esq.

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*Attorneys for Defendant ASM Nationwide
Corporation*



CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of July, 2020, a true and correct copy of the foregoing **DEFENDANT ASM NATIONWIDE CORPORATION'S ANSWER TO PLAINTIFFS' AMENDED COMPLAINT** was electronically filed and served on counsel through the Court's electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, via the electronic mail addresses noted below, unless service by another method is stated or noted:

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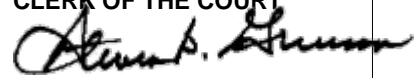
Attorneys for Defendant Liggett Group, LLC

/s/ Kelly L. Pierce

An employee of WEINBERG, WHEELER,
HUDGINS, GUNN & DIAL, LLC

EXHIBIT 8

EXHIBIT 8



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13
14 Attorneys for Defendant Philip Morris USA, Inc.

15
16 **DISTRICT COURT**
17 **CLARK COUNTY, NEVADA**

18 SANDRA CAMACHO, individually, and
19 ANTHONY CAMACHO, individually,

20 Plaintiffs,

21 vs.

22 PHILIP MORRIS USA, INC., a foreign
23 corporation; R.J. REYNOLDS TOBACCO
COMPANY, a foreign corporation,
24 individually, and as successor-by-merger to
LORILLARD TOBACCO COMPANY and as
25 successor-in-interest to the United States
tobacco business of BROWN &
26 WILLIAMSON TOBACCO CORPORATION,
which is the successor-by-merger to THE
27 AMERICAN TOBACCO COMPANY;
28 LIGGETT GROUP, LLC., a foreign

Case No.: A-19-807650-C
Dept. No.: IV

**DEFENDANT PHILIP MORRIS USA
INC.'S ANSWER TO PLAINTIFFS'
AMENDED COMPLAINT**





1 corporation; ASM NATIONWIDE
2 CORPORATION d/b/a SILVERADO
3 SMOKE & CIGARS, a domestic corporation;
4 and LV SINGHS INC. d/b/a SMOKE &
5 VAPORS, a domestic corporation; DOES I-X;
6 and ROE BUSINESS ENTITIES XI-XX,
7 inclusive,

8 Defendants.

9 Defendant, PHILIP MORRIS USA INC., by and through its counsel of record,
10 WEINBERG, WHEELER, HUDGINS, GUNN & DIAL, LLC, hereby files this Answer to Plaintiffs'
11 Amended Complaint

12 Dated this 27th day of July, 2020.

13 WEINBERG, WHEELER, HUDGINS,
14 GUNN & DIAL, LLC

15 /s/ D. Lee Roberts, Jr.

16 D. Lee Roberts, Jr., Esq.

17 Phillip N. Smith, Jr., Esq.

18 Daniela LaBounty, Esq.

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20 Las Vegas, Nevada 89118

21 Jennifer Kenyon, Esq.

22 *Admitted Pro Hac Vice*

23 SHOOK, HARDY & BACON L.L.P.

24 2555 Grand Boulevard

25 Kansas City, MO 64108

26 *Attorney for Defendant Philip Morris USA, Inc.*



PHILIP MORRIS USA INC.'S ANSWER TO PLAINTIFFS' AMENDED COMPLAINT

Defendant Philip Morris USA Inc. ("Philip Morris USA") responds to Plaintiffs' Amended Complaint ("Complaint") as follows:

PRELIMINARY STATEMENT

This Complaint improperly mixes factual averments with argumentative rhetoric so as to make admissions or denials of such averments difficult or impossible. Further, much of the Complaint consists of a selective recitation of historical facts and/or rumors, much of which is both irrelevant and inflammatory in tone and content. Finally, many of the allegations in the Complaint are overbroad, vague, or conclusory and include terms that are undefined and that are susceptible to different meanings. Accordingly, by way of a general response, all allegations are denied unless specifically admitted, and any factual averment admitted is admitted only as to the specific facts and not as to any conclusions, characterizations, implications, or speculations that are contained in the averment or in the Complaint as a whole.

The Complaint also contains many purported quotations from a number of sources, some identified, some not. Plaintiffs do not provide copies of the documents from which quotations were taken, which has impaired Philip Morris USA's ability to confirm or deny the accuracy of the quotations in the Complaint as compared to the original text. Philip Morris USA, therefore, does not admit the authenticity of any documents from which the quotations were taken, and reserves the right to challenge the accuracy of the quotations (either as quoted or in the context of material not quoted). Furthermore, with reference to all quotations, citations to documents, or any such averments that might be offered into evidence, Philip Morris USA specifically reserves its right to object to the jury being read the Complaint pursuant to NRS 16.090(1), to any use of such averments or the Complaint as a whole in evidence, or for any purpose whatsoever.

To the extent these quotations originate in documents protected by the attorney-client privilege, the work product doctrine, the joint defense privilege, and/or the common interest privilege, Philip Morris USA states that it is improper for Plaintiffs to have referred to and quoted from such documents in the Complaint and Philip Morris USA reserves its right to assert such privileges and to move to strike such references.



Philip Morris USA further submits that the use of headings throughout the Complaint is improper and, therefore, no response to them is required. To the extent a response is required and to the extent that such headings contain allegations directed toward Philip Morris USA, Philip Morris USA denies those allegations.

These comments and objections are incorporated, to the extent appropriate, into each numbered paragraph of this Answer.

1. Paragraph 1 asserts legal conclusions to which no response is required. To the extent a response is required and to the extent the allegations are directed toward Philip Morris USA, Philip Morris USA admits that Plaintiffs purport to seek damages that exceed \$15,000.00, but denies that Plaintiffs are entitled to the relief requested in Paragraph 1, or any relief whatsoever. Philip Morris USA also admits that it has designed, manufactured, advertised, and marketed its cigarettes in the United States and that it has distributed and sold its cigarettes to its direct customers for ultimate resale to consumers of legal age for purchasing cigarettes throughout the United States, including the State of Nevada. Philip Morris USA denies the remaining allegations of Paragraph 1 to the extent they are directed toward Philip Morris USA. To the extent the allegations of Paragraph 1 are directed toward other Defendants, Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth of those allegations and, therefore, denies the same.

2. Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 2 and, therefore, denies the same.

3. Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 3 and, therefore, denies the same.

4. Philip Morris USA states that it is unable to respond to the allegations of Paragraph 4 in any meaningful manner because the phrases “at all times relevant herein” and “all times relevant to this action” are not defined in Plaintiffs’ Complaint. To the extent a response is required, Philip Morris USA admits that it is a Virginia corporation with its principal place of business in Virginia, and that it is authorized to do and does business in the State of Nevada. Philip Morris USA also admits that it has designed, manufactured, advertised, and marketed its



1 cigarettes in the United States and that it has distributed and sold its cigarettes to its direct
2 customers for ultimate resale to consumers of legal age for purchasing cigarettes throughout the
3 United States, including the State of Nevada. Philip Morris USA denies the remaining
4 allegations of Paragraph 4.

5 5. The allegations of Paragraph 5 are not directed toward Philip Morris USA and,
6 therefore, no response is required. To the extent a response is required, Philip Morris USA is
7 informed and believes that R.J. Reynolds Tobacco Company is a North Carolina corporation.
8 Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth
9 of the remaining allegations of Paragraph 5 and, therefore, denies the same.

10 6. The allegations of Paragraph 6 are not directed toward Philip Morris USA and,
11 therefore, no response is required. To the extent a response is required, Philip Morris USA is
12 without knowledge or information sufficient to form a belief as to the truth of the allegations of
13 Paragraph 6 and, therefore, denies the same.

14 7. The allegations of Paragraph 7 are not directed toward Philip Morris USA and,
15 therefore, no response is required. To the extent a response is required, Philip Morris USA is
16 informed and believes that Liggett Group LLC is a Delaware limited liability company. Philip
17 Morris USA is without knowledge or information sufficient to form a belief as to the truth of the
18 remaining allegations of Paragraph 7 and, therefore, denies the same.

19 8. To the extent the allegations of Paragraph 8 are directed toward Philip Morris
20 USA, Philip Morris USA admits that, in 1954, it participated with other cigarette manufacturers
21 in the formation of the Tobacco Industry Research Committee ("TIRC") and that, in or around
22 1964, the TIRC changed its name to The Council for Tobacco Research - U. S. A., Inc. ("CTR").
23 Philip Morris USA denies the remaining allegations of Paragraph 8 to the extent they are
24 directed toward Philip Morris USA. To the extent the allegations of Paragraph 8 are directed
25 toward other Defendants, Philip Morris USA is without knowledge or information sufficient to
26 form a belief as to the truth of those allegations and, therefore, denies the same.

27 9. To the extent the allegations of Paragraph 9 are directed toward Philip Morris
28 USA, Philip Morris USA admits that, in 1958, it participated with other cigarette manufacturers



1 in the formation of the Tobacco Institute, Inc. (“Tobacco Institute”). Philip Morris USA denies
2 the remaining allegations of Paragraph 9 to the extent they are directed toward Philip Morris
3 USA. To the extent the allegations of Paragraph 9 are directed toward other Defendants, Philip
4 Morris USA is without knowledge or information sufficient to form a belief as to the truth of
5 those allegations and, therefore, denies the same.

6 10. The allegations of Paragraph 10 are not directed toward Philip Morris USA and,
7 therefore, no response is required. To the extent a response is required, Philip Morris USA is
8 without knowledge or information sufficient to form a belief as to the truth of the allegations of
9 Paragraph 10 and, therefore, denies the same.

10 11. The allegations of Paragraph 11 are not directed toward Philip Morris USA and,
11 therefore, no response is required. To the extent a response is required, Philip Morris USA states
12 that LV Singhs Inc. was dismissed without prejudice by Plaintiffs on June 5, 2020. Philip Morris
13 USA is without knowledge or information sufficient to form a belief as to the truth of the
14 remaining allegations of Paragraph 11 and, therefore, denies the same.

15 12. Paragraph 12 asserts legal conclusions to which no response is required. Philip
16 Morris USA further states that it is unable to respond to the allegations of Paragraph 12 in any
17 meaningful manner because the phrase “at all times material” is not defined in Plaintiffs’
18 Complaint. To the extent a response is required and to the extent the allegations of Paragraph 12
19 are directed toward Philip Morris USA, Philip Morris USA admits that it has designed,
20 manufactured, advertised, and marketed its cigarettes in the United States and that it has
21 distributed and sold its cigarettes to its direct customers for ultimate resale to consumers of legal
22 age for purchasing cigarettes throughout the United States, including the State of Nevada. Philip
23 Morris USA denies the remaining allegations of Paragraph 12 to the extent they are directed
24 toward Philip Morris USA. To the extent the allegations of Paragraph 12 are directed toward
25 other Defendants, Philip Morris USA is without knowledge or information sufficient to form a
26 belief as to the truth of those allegations and, therefore, denies the same.

27 13. The allegations of Paragraph 13 are not directed toward Philip Morris USA and,
28 therefore, no response is required. To the extent a response is required, Philip Morris USA is



1 without knowledge or information sufficient to form a belief as to the truth of the allegations of
2 Paragraph 13 and, therefore, denies the same.

3 14. The allegations of Paragraph 14 are not directed toward Philip Morris USA and,
4 therefore, no response is required. To the extent a response is required, Philip Morris USA is
5 without knowledge or information sufficient to form a belief as to the truth of the allegations of
6 Paragraph 14 and, therefore, denies the same.

7 15. Paragraph 15 asserts legal conclusions to which no response is required. To the
8 extent a response is required, Philip Morris USA denies the allegations of Paragraph 15.

9 16. Philip Morris USA restates, realleges, and incorporates by reference its responses
10 to all prior allegations of the Complaint as if fully set forth herein.

11 17. Paragraph 17 asserts legal conclusions to which no response is required. To the
12 extent a response is required and to the extent the allegations of Paragraph 17 are directed toward
13 Philip Morris USA, Philip Morris USA is without knowledge or information sufficient to form a
14 belief as to the truth of the allegations of Paragraph 17 regarding Plaintiff Sandra Camacho's
15 alleged smoking history and alleged medical history and, therefore, denies the same. Philip
16 Morris USA denies the allegations of Paragraph 17 to the extent they are intended to assert that
17 Plaintiff Sandra Camacho was unable to quit smoking, had she decided to do so. Philip Morris
18 USA denies the remaining allegations of Paragraph 17 to the extent they are directed toward
19 Philip Morris USA. To the extent the allegations of Paragraph 17 are directed toward other
20 Defendants, Philip Morris USA is without knowledge or information sufficient to form a belief
21 as to the truth of those allegations and, therefore, denies the same.

22 18. The allegations of Paragraph 18 are not directed toward Philip Morris USA and,
23 therefore, no response is required. To the extent a response is required, Philip Morris USA is
24 without knowledge or information sufficient to form a belief as to the truth of the allegations of
25 Paragraph 18 and, therefore, denies the same.

26 19. Philip Morris USA states that it is unable to respond to the allegations of
27 Paragraph 19 in any meaningful manner because the phrase "[a]t all times material" is not
28 defined in Plaintiffs' Complaint. To the extent a response is required, Philip Morris USA admits



1 that it has designed, manufactured, advertised, and marketed its cigarettes, including Marlboro
2 and Basic brand cigarettes, in the United States and that it has distributed and sold its cigarettes
3 to its direct customers for ultimate resale to consumers of legal age for purchasing cigarettes
4 throughout the United States, including the State of Nevada. Philip Morris USA denies the
5 remaining allegations of Paragraph 19.

6 20. Paragraph 20 asserts legal conclusions to which no response is required. To the
7 extent a response is required and to the extent the allegations of Paragraph 20 are directed toward
8 Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 20. To the extent the
9 allegations of Paragraph 20 are directed toward other Defendants, Philip Morris USA is without
10 knowledge or information sufficient to form a belief as to the truth of those allegations and,
11 therefore, denies the same.

12 21. Paragraph 21 asserts legal conclusions to which no response is required. To the
13 extent a response is required and to the extent the allegations of Paragraph 21 are directed toward
14 Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 21. To the extent the
15 allegations of Paragraph 21 are directed toward other Defendants, Philip Morris USA is without
16 knowledge or information sufficient to form a belief as to the truth of those allegations and,
17 therefore, denies the same.

18 22. Paragraph 22 asserts legal conclusions to which no response is required. To the
19 extent a response is required and to the extent the allegations of Paragraph 22 are directed toward
20 Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 22. To the extent the
21 allegations of Paragraph 22 are directed toward other Defendants, Philip Morris USA is without
22 knowledge or information sufficient to form a belief as to the truth of those allegations and,
23 therefore, denies the same.

24 23. Paragraph 23 asserts legal conclusions to which no response is required. To the
25 extent a response is required and to the extent the allegations of Paragraph 23 are directed toward
26 Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 23. To the extent the
27 allegations of Paragraph 23 are directed toward other Defendants, Philip Morris USA is without
28 knowledge or information sufficient to form a belief as to the truth of those allegations and,



1 therefore, denies the same.

2 24. Paragraph 24 asserts legal conclusions to which no response is required. To the
3 extent a response is required and to the extent the allegations of Paragraph 24 are directed toward
4 Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 24. To the extent the
5 allegations of Paragraph 24 are directed toward other Defendants, Philip Morris USA is without
6 knowledge or information sufficient to form a belief as to the truth of those allegations and,
7 therefore, denies the same.

8 25. To the extent the allegations of Paragraph 25 are directed toward Philip Morris
9 USA, Philip Morris USA denies the allegations of Paragraph 25. To the extent the allegations of
10 Paragraph 25 are directed toward other Defendants, Philip Morris USA is without knowledge or
11 information sufficient to form a belief as to the truth of those allegations and, therefore, denies
12 the same.

13 26. Paragraph 26 asserts legal conclusions to which no response is required. To the
14 extent a response is required and to the extent the allegations of Paragraph 26 are directed toward
15 Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 26. To the extent the
16 allegations of Paragraph 26 are directed toward other Defendants, Philip Morris USA is without
17 knowledge or information sufficient to form a belief as to the truth of those allegations and,
18 therefore, denies the same.

19 27. Paragraph 27 asserts legal conclusions to which no response is required. Philip
20 Morris USA further states that it is unable to respond to the allegations of Paragraph 27 in any
21 meaningful manner because the phrase “[a]t all times material” is not defined in Plaintiffs’
22 Complaint. To the extent a response is required and to the extent the allegations of Paragraph 27
23 are directed toward Philip Morris USA, Philip Morris USA admits that cigarette smoking causes
24 lung cancer and other serious diseases in smokers. Philip Morris USA also admits that cigarette
25 smoking is addictive and that nicotine in cigarette smoke is addictive. Philip Morris USA further
26 admits that it can be very difficult to quit smoking, but this should not deter smokers who want
27 to quit from doing so. Philip Morris USA denies the remaining allegations of Paragraph 27 to
28 the extent they are directed toward Philip Morris USA. To the extent the allegations of



Paragraph 27 are directed toward other Defendants, Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth of those allegations and, therefore, denies the same.

28. Paragraph 28 asserts legal conclusions to which no response is required. To the extent a response is required and to the extent the allegations of Paragraph 28 are directed toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 28. To the extent the allegations of Paragraph 28 are directed toward other Defendants, Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth of those allegations and, therefore, denies the same.

29. Philip Morris USA admits that the allegations in Paragraph 29 purport to selectively quote, paraphrase, and/or reference certain statistics from unidentified sources, but denies that the alleged statistics are quoted, referenced, and/or paraphrased accurately, in context, or in their entirety, denies Plaintiffs' characterization of the alleged statistics, and denies Plaintiffs' innuendo and implication regarding the content or meaning of the alleged statistics. Philip Morris USA states that the alleged statistics speak for themselves. Philip Morris USA denies the remaining allegations of Paragraph 29.

30. Philip Morris USA admits that the allegations in Paragraph 30 purport to selectively quote, paraphrase, and/or reference certain statistics from unidentified sources, but denies that the alleged statistics are quoted, referenced, and/or paraphrased accurately, in context, or in their entirety, denies Plaintiffs' characterization of the alleged statistics, and denies Plaintiffs' innuendo and implication regarding the content or meaning of the alleged statistics. Philip Morris USA states that the alleged statistics speak for themselves. Philip Morris USA denies the remaining allegations of Paragraph 30.

31. To the extent the allegations of Paragraph 31 are directed toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 31. To the extent the allegations of Paragraph 31 are directed toward other Defendants, Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth of those allegations and, therefore, denies the same.



1 32. Philip Morris USA admits that the allegations in Paragraph 32 purport to
2 selectively quote, paraphrase, and/or reference certain statistics from unidentified sources, but
3 denies that the alleged statistics are quoted, referenced, and/or paraphrased accurately, in context,
4 or in their entirety, denies Plaintiffs' characterization of the alleged statistics, and denies
5 Plaintiffs' innuendo and implication regarding the content or meaning of the alleged statistics.
6 Philip Morris USA states that the alleged statistics speak for themselves. Philip Morris USA
7 denies the remaining allegations of Paragraph 32.

8 33. Philip Morris USA admits that the allegations in Paragraph 33 purport to
9 selectively quote, paraphrase, and/or reference certain statistics from unidentified sources, but
10 denies that the alleged statistics are quoted, referenced, and/or paraphrased accurately, in context,
11 or in their entirety, denies Plaintiffs' characterization of the alleged statistics, and denies
12 Plaintiffs' innuendo and implication regarding the content or meaning of the alleged statistics.
13 Philip Morris USA states that the alleged statistics speak for themselves. Philip Morris USA
14 denies the remaining allegations of Paragraph 33.

15 34. The allegations of Paragraph 34 are so vague and ambiguous that Philip Morris
16 USA is unable to form a meaningful response. To the extent a response is required, Philip
17 Morris USA denies the allegations of Paragraph 34.

18 35. To the extent the allegations of Paragraph 35 are directed toward Philip Morris
19 USA, Philip Morris USA admits that the allegations of Paragraph 35 purport to selectively quote,
20 reference, and/or paraphrase certain alleged documents and/or statements, but denies that the
21 alleged documents and/or statements are quoted, referenced, and/or paraphrased in context or in
22 their entirety, denies Plaintiffs' characterization of the alleged documents and/or statements, and
23 denies Plaintiffs' innuendo and implication regarding the content or meaning of the alleged
24 documents and/or statements. Philip Morris USA states that the alleged documents and/or
25 statements speak for themselves. Philip Morris USA denies the remaining allegations of
26 Paragraph 35 to the extent they are directed toward Philip Morris USA. To the extent the
27 allegations of Paragraph 35 are directed toward other Defendants, Philip Morris USA is without
28 knowledge or information sufficient to form a belief as to the truth of those allegations and,



1 therefore, denies the same.

2 36. To the extent the allegations of Paragraph 36 are directed toward Philip Morris
3 USA, Philip Morris USA admits that the allegations of Paragraph 36 purport to selectively quote,
4 reference, and/or paraphrase certain alleged documents and/or statements, but denies that the
5 alleged documents and/or statements are quoted, referenced, and/or paraphrased in context or in
6 their entirety, denies Plaintiffs' characterization of the alleged documents and/or statements, and
7 denies Plaintiffs' innuendo and implication regarding the content or meaning of the alleged
8 documents and/or statements. Philip Morris USA states that the alleged documents and/or
9 statements speak for themselves. Philip Morris USA denies the remaining allegations of
10 Paragraph 36 to the extent they are directed toward Philip Morris USA. To the extent the
11 allegations of Paragraph 36 are directed toward other Defendants, Philip Morris USA is without
12 knowledge or information sufficient to form a belief as to the truth of those allegations and,
13 therefore, denies the same.

14 37. To the extent the allegations of Paragraph 37 are directed toward Philip Morris
15 USA, Philip Morris USA denies the allegations of Paragraph 37. To the extent the allegations of
16 Paragraph 37 are directed toward other Defendants, Philip Morris USA is without knowledge or
17 information sufficient to form a belief as to the truth of those allegations and, therefore, denies
18 the same.

19 38. To the extent the allegations of Paragraph 38 are directed toward Philip Morris
20 USA, Philip Morris USA denies the allegations of Paragraph 38. To the extent the allegations of
21 Paragraph 38 are directed toward other Defendants, Philip Morris USA is without knowledge or
22 information sufficient to form a belief as to the truth of those allegations and, therefore, denies
23 the same.

24 39. To the extent the allegations of Paragraph 39 are directed toward Philip Morris
25 USA, Philip Morris USA admits that the allegations of Paragraph 39 purport to selectively quote,
26 reference, and/or paraphrase certain alleged documents and/or statements, but denies that the
27 alleged documents and/or statements are quoted, referenced, and/or paraphrased in context or in
28 their entirety, denies Plaintiffs' characterization of the alleged documents and/or statements, and



1 denies Plaintiffs' innuendo and implication regarding the content or meaning of the alleged
2 documents and/or statements. Philip Morris USA states that the alleged documents and/or
3 statements speak for themselves. Philip Morris USA denies the remaining allegations of
4 Paragraph 39 to the extent they are directed toward Philip Morris USA. To the extent the
5 allegations of Paragraph 39 are directed toward other Defendants, Philip Morris USA is without
6 knowledge or information sufficient to form a belief as to the truth of those allegations and,
7 therefore, denies the same.

8 40. To the extent the allegations of Paragraph 40 are directed toward Philip Morris
9 USA, Philip Morris USA admits that then-executives of Philip Morris USA and several other
10 cigarette manufacturers met at the Plaza Hotel on December 15, 1953, and that representatives of
11 Hill & Knowlton, a public relations agency, were also present. Philip Morris USA denies
12 Plaintiffs' characterization of this meeting and denies Plaintiffs' innuendo and implication
13 regarding this meeting. Philip Morris USA denies the remaining allegations of Paragraph 40 to
14 the extent they are directed toward Philip Morris USA. To the extent the allegations of
15 Paragraph 40 are directed toward other Defendants, Philip Morris USA is without knowledge or
16 information sufficient to form a belief as to the truth of those allegations and, therefore, denies
17 the same.

18 41. To the extent the allegations of Paragraph 41 are directed toward Philip Morris
19 USA, Philip Morris USA admits that the allegations of Paragraph 41 purport to selectively quote,
20 reference, and/or paraphrase certain alleged documents and/or statements, but denies that the
21 alleged documents and/or statements are quoted, referenced, and/or paraphrased in context or in
22 their entirety, denies Plaintiffs' characterization of the alleged documents and/or statements, and
23 denies Plaintiffs' innuendo and implication regarding the content or meaning of the alleged
24 documents and/or statements. Philip Morris USA states that the alleged documents and/or
25 statements speak for themselves. Philip Morris USA denies the remaining allegations of
26 Paragraph 41 to the extent they are directed toward Philip Morris USA. To the extent the
27 allegations of Paragraph 41 are directed toward other Defendants, Philip Morris USA is without
28 knowledge or information sufficient to form a belief as to the truth of those allegations and,



1 therefore, denies the same.

2 42. To the extent the allegations of Paragraph 42 are directed toward Philip Morris
3 USA, Philip Morris USA admits that, in 1954, it participated with other cigarette manufacturers
4 in the formation of the TIRC and that, in or around 1964, the TIRC changed its name to CTR.
5 Philip Morris USA denies the remaining allegations of Paragraph 42 to the extent they are
6 directed toward Philip Morris USA. To the extent the allegations of Paragraph 42 are directed
7 toward other Defendants, Philip Morris USA is without knowledge or information sufficient to
8 form a belief as to the truth of those allegations and, therefore, denies the same.

9 43. Philip Morris USA admits that, in 1954, it participated with other cigarette
10 manufacturers in the formation of the TIRC. Philip Morris USA further admits that the stated
11 purpose for the formation of the TIRC was, in part, to provide aid and assistance to the research
12 effort into the question of cigarette smoking and health. Philip Morris USA denies the remaining
13 allegations of Paragraph 43.

14 44. Philip Morris USA admits that it was a sponsor of “A Frank Statement to
15 Cigarette Smokers” (“Frank Statement”), which was published on January 4, 1954, and that the
16 purpose of the Frank Statement was to announce the formation and purpose of the TIRC. Philip
17 Morris USA denies the remaining allegations of Paragraph 44.

18 45. Philip Morris USA admits that it was a sponsor of the Frank Statement. Philip
19 Morris USA states that the Frank Statement speaks for itself. Philip Morris USA denies the
20 remaining allegations of Paragraph 45.

21 46. To the extent the allegations of Paragraph 46 are directed toward Philip Morris
22 USA, Philip Morris USA denies the allegations of Paragraph 46. To the extent the allegations of
23 Paragraph 46 are directed toward other Defendants, Philip Morris USA is without knowledge or
24 information sufficient to form a belief as to the truth of those allegations and, therefore, denies
25 the same.

26 47. To the extent the allegations of Paragraph 47 are directed toward Philip Morris
27 USA, Philip Morris USA denies the allegations of Paragraph 47. To the extent the allegations of
28 Paragraph 47 are directed toward other Defendants, Philip Morris USA is without knowledge or



1 information sufficient to form a belief as to the truth of those allegations and, therefore, denies
2 the same.

3 48. To the extent the allegations of Paragraph 48 are directed toward Philip Morris
4 USA, Philip Morris USA denies the allegations of Paragraph 48. To the extent the allegations of
5 Paragraph 48 are directed toward other Defendants, Philip Morris USA is without knowledge or
6 information sufficient to form a belief as to the truth of those allegations and, therefore, denies
7 the same.

8 49. To the extent the allegations of Paragraph 49 are directed toward Philip Morris
9 USA, Philip Morris USA denies the allegations of Paragraph 49. To the extent the allegations of
10 Paragraph 49 are directed toward other Defendants, Philip Morris USA is without knowledge or
11 information sufficient to form a belief as to the truth of those allegations and, therefore, denies
12 the same.

13 50. The allegations of Paragraph 50 are so vague and ambiguous that Philip Morris
14 USA is unable to form a meaningful response. To the extent a response is required, Philip
15 Morris USA denies the allegations of Paragraph 50.

16 51. Philip Morris USA admits that the allegations of Paragraph 51 purport to
17 selectively quote, reference, and/or paraphrase the 1964 Surgeon General's Report, but denies
18 that the Report is quoted, referenced, and/or paraphrased in context or in its entirety, denies
19 Plaintiffs' characterization of the Report, and denies Plaintiffs' innuendo and implication
20 regarding the content or meaning of the Report. Philip Morris USA states that the 1964 Surgeon
21 General's Report speaks for itself. Philip Morris USA denies the remaining allegations of
22 Paragraph 51.

23 52. To the extent the allegations of Paragraph 52 are directed toward Philip Morris
24 USA, Philip Morris USA denies the allegations of Paragraph 52. To the extent the allegations of
25 Paragraph 52 are directed toward other Defendants, Philip Morris USA is without knowledge or
26 information sufficient to form a belief as to the truth of those allegations and, therefore, denies
27 the same.

28 53. To the extent the allegations of Paragraph 53 are directed toward Philip Morris



1 USA, Philip Morris USA denies the allegations of Paragraph 53. To the extent the allegations of
2 Paragraph 53 are directed toward other Defendants, Philip Morris USA is without knowledge or
3 information sufficient to form a belief as to the truth of those allegations and, therefore, denies
4 the same.

5 54. To the extent the allegations of Paragraph 54 are directed toward Philip Morris
6 USA, Philip Morris USA denies the allegations of Paragraph 54. To the extent the allegations of
7 Paragraph 54 are directed toward other Defendants, Philip Morris USA is without knowledge or
8 information sufficient to form a belief as to the truth of those allegations and, therefore, denies
9 the same.

10 55. To the extent the allegations of Paragraph 55 are directed toward Philip Morris
11 USA, Philip Morris USA denies the allegations of Paragraph 55. To the extent the allegations of
12 Paragraph 55 are directed toward other Defendants, Philip Morris USA is without knowledge or
13 information sufficient to form a belief as to the truth of those allegations and, therefore, denies
14 the same.

15 56. To the extent the allegations of Paragraph 56 are directed toward Philip Morris
16 USA, Philip Morris USA denies the allegations of Paragraph 56. To the extent the allegations of
17 Paragraph 56 are directed toward other Defendants, Philip Morris USA is without knowledge or
18 information sufficient to form a belief as to the truth of those allegations and, therefore, denies
19 the same.

20 57. Philip Morris USA admits that on January 1, 1966, the Federal Cigarette Labeling
21 and Advertising Act, codified as amended at 15 U.S.C. §§ 1331-1341, became effective. This
22 statute, from its effective date through the present, has required cigarette manufacturers to place
23 congressionally-prescribed warnings on every package of cigarettes sold in the United States
24 and, since March 30, 1972, in cigarette advertising. As originally mandated by Congress, the
25 warning labels provided: "Caution: Cigarette Smoking May Be Hazardous To Your Health."
26 Philip Morris USA states that it has fully complied therewith. Philip Morris USA denies the
27 remaining allegations of Paragraph 57.

28 58. To the extent the allegations of Paragraph 58 are directed toward Philip Morris



1 USA, Philip Morris USA denies the allegations of Paragraph 58. To the extent the allegations of
2 Paragraph 58 are directed toward other Defendants, Philip Morris USA is without knowledge or
3 information sufficient to form a belief as to the truth of those allegations and, therefore, denies
4 the same.

5 59. To the extent the allegations of Paragraph 59 are directed toward Philip Morris
6 USA, Philip Morris USA denies the allegations of Paragraph 59. To the extent the allegations of
7 Paragraph 59 are directed toward other Defendants, Philip Morris USA is without knowledge or
8 information sufficient to form a belief as to the truth of those allegations and, therefore, denies
9 the same.

10 60. To the extent the allegations of Paragraph 60 are directed toward Philip Morris
11 USA, Philip Morris USA admits that the allegations of Paragraph 60 purport to selectively quote,
12 reference, and/or paraphrase certain alleged documents and/or statements, but denies that the
13 alleged documents and/or statements are quoted, referenced, and/or paraphrased in context or in
14 their entirety, denies Plaintiffs' characterization of the alleged documents and/or statements, and
15 denies Plaintiffs' innuendo and implication regarding the content or meaning of the alleged
16 documents and/or statements. Philip Morris USA states that the alleged documents and/or
17 statements speak for themselves. Philip Morris USA denies the remaining allegations of
18 Paragraph 60 to the extent they are directed toward Philip Morris USA. To the extent the
19 allegations of Paragraph 60 are directed toward other Defendants, Philip Morris USA is without
20 knowledge or information sufficient to form a belief as to the truth of those allegations and,
21 therefore, denies the same.

22 61. The allegations of Paragraph 61 are so vague and ambiguous that Philip Morris
23 USA is unable to form a meaningful response. To the extent a response is required, Philip
24 Morris USA denies the allegations of Paragraph 61.

25 62. The allegations of Paragraph 62 are so vague and ambiguous that Philip Morris
26 USA is unable to form a meaningful response. To the extent a response is required, Philip
27 Morris USA denies the allegations of Paragraph 62.

28 63. The allegations of Paragraph 63 are so vague and ambiguous that Philip Morris



1 USA is unable to form a meaningful response. To the extent a response is required, Philip
2 Morris USA denies the allegations of Paragraph 63.

3 64. To the extent the allegations of Paragraph 64 are directed toward Philip Morris
4 USA, Philip Morris USA states that it does not direct, and has never directed, its cigarette
5 advertising or marketing to persons under the legal age for purchasing cigarettes in the United
6 States. Philip Morris USA admits that the allegations of Paragraph 64 purport to selectively
7 quote, reference, and/or paraphrase certain alleged documents and/or statements, but denies that
8 the alleged documents and/or statements are quoted, referenced, and/or paraphrased in context or
9 in their entirety, denies Plaintiffs' characterization of the alleged documents and/or statements,
10 and denies Plaintiffs' innuendo and implication regarding the content or meaning of the alleged
11 documents and/or statements. Philip Morris USA states that the alleged documents and/or
12 statements speak for themselves. Philip Morris USA denies the remaining allegations of
13 Paragraph 64 to the extent they are directed toward Philip Morris USA. To the extent the
14 allegations of Paragraph 64 are directed toward other Defendants, Philip Morris USA is without
15 knowledge or information sufficient to form a belief as to the truth of those allegations and,
16 therefore, denies the same.

17 65. To the extent the allegations of Paragraph 65 are directed toward Philip Morris
18 USA, Philip Morris USA denies the allegations of Paragraph 65. To the extent the allegations of
19 Paragraph 65 are directed toward other Defendants, Philip Morris USA is without knowledge or
20 information sufficient to form a belief as to the truth of those allegations and, therefore, denies
21 the same.

22 66. Philip Morris USA admits that the allegations in Paragraph 66 purport to
23 selectively quote, paraphrase, and/or reference certain statistics from unidentified sources, but
24 denies that the alleged statistics are quoted, referenced, and/or paraphrased accurately, in context,
25 or in their entirety, denies Plaintiffs' characterization of the alleged statistics, and denies
26 Plaintiffs' innuendo and implication regarding the content or meaning of the alleged statistics.
27 Philip Morris USA states that the alleged statistics speak for themselves. Philip Morris USA
28 denies the remaining allegations of Paragraph 66.



67. To the extent the allegations of Paragraph 67 are directed toward Philip Morris USA, Philip Morris USA admits that, like practically all other consumer product manufacturers, it has lawfully advertised and continues to lawfully advertise in order to promote the sale of its cigarettes to existing smokers of legal age for purchasing cigarettes. Philip Morris USA denies the remaining allegations of Paragraph 67 to the extent they are directed toward Philip Morris USA. To the extent the allegations of Paragraph 67 are directed toward other Defendants, Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth of those allegations and, therefore, denies the same.

68. To the extent the allegations of Paragraph 68 are directed toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 68. To the extent the allegations of Paragraph 68 are directed toward other Defendants, Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth of those allegations and, therefore, denies the same.

69. Philip Morris USA admits that on January 1, 1966, the Federal Cigarette Labeling and Advertising Act, codified as amended at 15 U.S.C. §§ 1331-1341, became effective. This statute, from its effective date through the present, has required cigarette manufacturers to place congressionally-prescribed warnings on every package of cigarettes sold in the United States and, since March 30, 1972, in cigarette advertising. Philip Morris USA further states that the current language, a system of four rotating labels, was adopted in 1984, and Congress mandated that they appear on every cigarette package, carton, and advertisement (except for outdoor billboard advertising, which contained a similar set of required rotating warnings until billboard advertising was discontinued in 1999). These labels read as follows:

1. SURGEON GENERAL'S WARNING: Smoking Causes Lung Cancer, Heart Disease, Emphysema, And May Complicate Pregnancy.
2. SURGEON GENERAL'S WARNING: Quitting Smoking Now Greatly Reduces Serious Risks To Your Health.
3. SURGEON GENERAL'S WARNING: Smoking By Pregnant Women May Result In Fetal Injury, Premature Birth, And Low Birth Weight.



1 4. SURGEON GENERAL’S WARNING: Cigarette Smoke Contains Carbon
2 Monoxide.

3 Philip Morris USA states that it has fully complied therewith. Philip Morris USA denies
4 the remaining allegations of Paragraph 69.

5 70. To the extent the allegations of Paragraph 70 are directed toward Philip Morris
6 USA, Philip Morris USA admits that the allegations of Paragraph 70 purport to selectively quote,
7 reference, and/or paraphrase certain alleged documents and/or statements, but denies that the
8 alleged documents and/or statements are quoted, referenced, and/or paraphrased in context or in
9 their entirety, denies Plaintiffs’ characterization of the alleged documents and/or statements, and
10 denies Plaintiffs’ innuendo and implication regarding the content or meaning of the alleged
11 documents and/or statements. Philip Morris USA states that the alleged documents and/or
12 statements speak for themselves. Philip Morris USA denies the remaining allegations of
13 Paragraph 70 to the extent they are directed toward Philip Morris USA. To the extent the
14 allegations of Paragraph 70 are directed toward other Defendants, Philip Morris USA is without
15 knowledge or information sufficient to form a belief as to the truth of those allegations and,
16 therefore, denies the same.

17 71. Philip Morris USA admits that the allegations of Paragraph 71 purport to
18 selectively quote, reference, and/or paraphrase the 1988 Surgeon General’s Report, but denies
19 that the Report is quoted, referenced, and/or paraphrased in context or in its entirety, denies
20 Plaintiffs’ characterization of the Report, and denies Plaintiffs’ innuendo and implication
21 regarding the content or meaning of the Report. Philip Morris USA states that the 1988 Surgeon
22 General’s Report speaks for itself. Philip Morris USA denies the remaining allegations of
23 Paragraph 71.

24 72. To the extent the allegations of Paragraph 72 are directed toward Philip Morris
25 USA, Philip Morris USA admits that the allegations of Paragraph 72 purport to selectively quote,
26 reference, and/or paraphrase certain alleged documents and/or statements, but denies that the
27 alleged documents and/or statements are quoted, referenced, and/or paraphrased in context or in
28 their entirety, denies Plaintiffs’ characterization of the alleged documents and/or statements, and



1 denies Plaintiffs' innuendo and implication regarding the content or meaning of the alleged
2 documents and/or statements. Philip Morris USA states that the alleged documents and/or
3 statements speak for themselves. Philip Morris USA denies the remaining allegations of
4 Paragraph 72 to the extent they are directed toward Philip Morris USA. To the extent the
5 allegations of Paragraph 72 are directed toward other Defendants, Philip Morris USA is without
6 knowledge or information sufficient to form a belief as to the truth of those allegations and,
7 therefore, denies the same.

8 73. To the extent the allegations of Paragraph 73 are directed toward Philip Morris
9 USA, Philip Morris USA denies the allegations of Paragraph 73. To the extent the allegations of
10 Paragraph 73 are directed toward other Defendants, Philip Morris USA is without knowledge or
11 information sufficient to form a belief as to the truth of those allegations and, therefore, denies
12 the same.

13 74. To the extent the allegations of Paragraph 74 are directed toward Philip Morris
14 USA, Philip Morris USA admits that its then-CEO and President, William I. Campbell, testified
15 before Congress on April 14, 1994, as did certain other cigarette company officers. Philip
16 Morris USA further states that the testimony of William I. Campbell and certain other cigarette
17 company officers can be ascertained from the hearing record. Philip Morris USA denies the
18 remaining allegations of Paragraph 74 to the extent they are directed toward Philip Morris USA.
19 To the extent the allegations of Paragraph 74 are directed toward other Defendants, Philip Morris
20 USA is without knowledge or information sufficient to form a belief as to the truth of those
21 allegations and, therefore, denies the same.

22 75. Paragraph 75 asserts legal conclusions to which no response is required. To the
23 extent a response is required and to the extent the allegations of Paragraph 75 are directed toward
24 Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 75. To the extent the
25 allegations of Paragraph 75 are directed toward other Defendants, Philip Morris USA is without
26 knowledge or information sufficient to form a belief as to the truth of those allegations and,
27 therefore, denies the same.

28 76. Paragraph 76 asserts legal conclusions to which no response is required. To the



1 extent a response is required and to the extent the allegations of Paragraph 76 are directed toward
2 Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 76. To the extent the
3 allegations of Paragraph 76 are directed toward other Defendants, Philip Morris USA is without
4 knowledge or information sufficient to form a belief as to the truth of those allegations and,
5 therefore, denies the same.

6 77. To the extent the allegations of Paragraph 77 are directed toward Philip Morris
7 USA, Philip Morris USA states that on or about January 12, 1999, Philip Morris USA entered
8 into an agreement with Liggett Group, Inc. (“Liggett”) under the terms of which Philip Morris
9 USA purchased the L&M, Chesterfield, and Lark cigarette trademarks, trade names, trade dress,
10 service marks, registration, and registration applications in the United States. Philip Morris USA
11 states that after it purchased the L&M, Chesterfield, and Lark cigarette trademarks, trade names,
12 trade dress, service marks, registration, and registration applications from Liggett, the phrase
13 “Smoking is Addictive” was not placed on the packages of the cigarettes Philip Morris USA sold
14 to its direct customers under those trademarks. Philip Morris USA further states that it has at all
15 times complied with the Federal Cigarette Labeling and Advertising Act. Philip Morris USA
16 denies the remaining allegations of Paragraph 77 to the extent they are directed toward Philip
17 Morris USA. To the extent the allegations of Paragraph 77 are directed toward other
18 Defendants, Philip Morris USA is without knowledge or information sufficient to form a belief
19 as to the truth of those allegations and, therefore, denies the same.

20 78. To the extent the allegations of Paragraph 78 are directed toward Philip Morris
21 USA, Philip Morris USA denies the allegations of Paragraph 78. To the extent the allegations of
22 Paragraph 78 are directed toward other Defendants, Philip Morris USA is without knowledge or
23 information sufficient to form a belief as to the truth of those allegations and, therefore, denies
24 the same.

25 79. To the extent the allegations of Paragraph 79 are directed toward Philip Morris
26 USA, Philip Morris USA admits that the allegations of Paragraph 79 purport to selectively quote,
27 reference, and/or paraphrase certain alleged “onserts,” but denies that the “onserts” are quoted,
28 referenced, and/or paraphrased in context or in their entirety, denies Plaintiffs’ characterization



1 of the “onserts,” and denies Plaintiffs’ innuendo and implication regarding the content or
2 meaning of the “onserts.” Philip Morris USA states that the “onserts” speak for themselves.
3 Philip Morris USA denies the remaining allegations of Paragraph 79 to the extent they are
4 directed toward Philip Morris USA. To the extent the allegations of Paragraph 79 are directed
5 toward other Defendants, Philip Morris USA is without knowledge or information sufficient to
6 form a belief as to the truth of those allegations and, therefore, denies the same.

7 80. The allegations of Paragraph 80 are so vague and ambiguous that Philip Morris
8 USA is unable to form a meaningful response. To the extent a response is required, Philip
9 Morris USA denies the allegations of Paragraph 80.

10 81. To the extent the allegations of Paragraph 81 are directed toward Philip Morris
11 USA, Philip Morris USA denies the allegations of Paragraph 81. To the extent the allegations of
12 Paragraph 81 are directed toward other Defendants, Philip Morris USA is without knowledge or
13 information sufficient to form a belief as to the truth of those allegations and, therefore, denies
14 the same.

15 82. To the extent the allegations of Paragraph 82 are directed toward Philip Morris
16 USA, Philip Morris USA denies the allegations of Paragraph 82. To the extent the allegations of
17 Paragraph 82 are directed toward other Defendants, Philip Morris USA is without knowledge or
18 information sufficient to form a belief as to the truth of those allegations and, therefore, denies
19 the same.

20 83. To the extent the allegations of Paragraph 83 are directed toward Philip Morris
21 USA, Philip Morris USA denies the allegations of Paragraph 83. To the extent the allegations of
22 Paragraph 83 are directed toward other Defendants, Philip Morris USA is without knowledge or
23 information sufficient to form a belief as to the truth of those allegations and, therefore, denies
24 the same.

25 84. To the extent the allegations of Paragraph 84 are directed toward Philip Morris
26 USA, Philip Morris USA denies the allegations of Paragraph 84. To the extent the allegations of
27 Paragraph 84 are directed toward other Defendants, Philip Morris USA is without knowledge or
28 information sufficient to form a belief as to the truth of those allegations and, therefore, denies



1 the same.

2 85. Paragraph 85 asserts legal conclusions to which no response is required. To the
3 extent a response is required and to the extent the allegations of Paragraph 85 are directed toward
4 Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 85. To the extent the
5 allegations of Paragraph 85 are directed toward other Defendants, Philip Morris USA is without
6 knowledge or information sufficient to form a belief as to the truth of those allegations and,
7 therefore, denies the same.

8 86. Paragraph 86 asserts legal conclusions to which no response is required. To the
9 extent a response is required and to the extent the allegations of Paragraph 86 are directed toward
10 Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 86. To the extent the
11 allegations of Paragraph 86 are directed toward other Defendants, Philip Morris USA is without
12 knowledge or information sufficient to form a belief as to the truth of those allegations and,
13 therefore, denies the same.

14 87. Paragraph 87 asserts legal conclusions to which no response is required. To the
15 extent a response is required and to the extent the allegations of Paragraph 87 are directed toward
16 Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 87. To the extent the
17 allegations of Paragraph 87 are directed toward other Defendants, Philip Morris USA is without
18 knowledge or information sufficient to form a belief as to the truth of those allegations and,
19 therefore, denies the same.

20 88. Philip Morris USA restates, realleges, and incorporates by reference its responses
21 to all prior allegations of the Complaint as if fully set forth herein.

22 89. Paragraph 89 asserts legal conclusions to which no response is required. To the
23 extent a response is required and to the extent the allegations of Paragraph 89 are directed toward
24 Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 89. To the extent the
25 allegations of Paragraph 89 are directed toward other Defendants, Philip Morris USA is without
26 knowledge or information sufficient to form a belief as to the truth of those allegations and,
27 therefore, denies the same.

28 90. Philip Morris USA is without knowledge or information sufficient to form a belief



1 as to the truth of the allegations of Paragraph 90 and, therefore, denies the same.

2 91. Paragraph 91 asserts legal conclusions to which no response is required. To the
3 extent a response is required and to the extent the allegations of Paragraph 91 are directed toward
4 Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 91 to the extent they
5 are intended to assert that Plaintiff Sandra Camacho was unable to quit smoking, had she decided
6 to do so. Philip Morris USA denies the remaining allegations of Paragraph 91 to the extent they
7 are directed toward Philip Morris USA. To the extent the allegations of Paragraph 91 are
8 directed toward other Defendants, Philip Morris USA is without knowledge or information
9 sufficient to form a belief as to the truth of those allegations and, therefore, denies the same.

10 92. Paragraph 92 asserts legal conclusions to which no response is required. To the
11 extent a response is required and to the extent the allegations of Paragraph 92 are directed toward
12 Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 92. To the extent the
13 allegations of Paragraph 92 are directed toward other Defendants, Philip Morris USA is without
14 knowledge or information sufficient to form a belief as to the truth of those allegations and,
15 therefore, denies the same.

16 93. Paragraph 93 asserts legal conclusions to which no response is required. To the
17 extent a response is required and to the extent the allegations of Paragraph 93 are directed toward
18 Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 93. To the extent the
19 allegations of Paragraph 93 are directed toward other Defendants, Philip Morris USA is without
20 knowledge or information sufficient to form a belief as to the truth of those allegations and,
21 therefore, denies the same.

22 94. Paragraph 94 asserts legal conclusions to which no response is required. To the
23 extent a response is required and to the extent the allegations of Paragraph 94 are directed toward
24 Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 94. To the extent the
25 allegations of Paragraph 94 are directed toward other Defendants, Philip Morris USA is without
26 knowledge or information sufficient to form a belief as to the truth of those allegations and,
27 therefore, denies the same.

28 95. Paragraph 95 asserts legal conclusions to which no response is required. To the



1 extent a response is required and to the extent the allegations of Paragraph 95 are directed toward
2 Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 95. To the extent the
3 allegations of Paragraph 95 are directed toward other Defendants, Philip Morris USA is without
4 knowledge or information sufficient to form a belief as to the truth of those allegations and,
5 therefore, denies the same.

6 96. Paragraph 96 asserts legal conclusions to which no response is required. To the
7 extent a response is required and to the extent the allegations of Paragraph 96 are directed toward
8 Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 96. To the extent the
9 allegations of Paragraph 96 are directed toward other Defendants, Philip Morris USA is without
10 knowledge or information sufficient to form a belief as to the truth of those allegations and,
11 therefore, denies the same.

12 97. Paragraph 97 asserts legal conclusions to which no response is required. To the
13 extent a response is required and to the extent the allegations of Paragraph 97 are directed toward
14 Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 97. To the extent the
15 allegations of Paragraph 97 are directed toward other Defendants, Philip Morris USA is without
16 knowledge or information sufficient to form a belief as to the truth of those allegations and,
17 therefore, denies the same.

18 98. Paragraph 98 asserts legal conclusions to which no response is required. To the
19 extent a response is required and to the extent the allegations of Paragraph 98 are directed toward
20 Philip Morris USA, Philip Morris USA admits that cigarette smoking causes lung cancer and
21 other serious diseases in smokers. Philip Morris USA denies the remaining allegations of
22 Paragraph 98 to the extent they are directed toward Philip Morris USA. To the extent the
23 allegations of Paragraph 98 are directed toward other Defendants, Philip Morris USA is without
24 knowledge or information sufficient to form a belief as to the truth of those allegations and,
25 therefore, denies the same.

26 99. Paragraph 99 asserts legal conclusions to which no response is required. To the
27 extent a response is required and to the extent the allegations of Paragraph 99 are directed toward
28 Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 99. To the extent the



1 allegations of Paragraph 99 are directed toward other Defendants, Philip Morris USA is without
2 knowledge or information sufficient to form a belief as to the truth of those allegations and,
3 therefore, denies the same.

4 100. Paragraph 100 asserts legal conclusions to which no response is required. To the
5 extent a response is required and to the extent the allegations of Paragraph 100 are directed
6 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 100. To the
7 extent the allegations of Paragraph 100 are directed toward other Defendants, Philip Morris USA
8 is without knowledge or information sufficient to form a belief as to the truth of those allegations
9 and, therefore, denies the same.

10 101. Paragraph 101 asserts legal conclusions to which no response is required. To the
11 extent a response is required and to the extent the allegations of Paragraph 101 are directed
12 toward Philip Morris USA, Philip Morris USA admits that Plaintiff Sandra Camacho purports to
13 seek damages that exceed \$15,000.00, but denies that Plaintiff Sandra Camacho is entitled to the
14 relief requested in Paragraph 101, or any relief whatsoever. Philip Morris USA denies the
15 remaining allegations of Paragraph 101 to the extent they are directed toward Philip Morris
16 USA. To the extent the allegations of Paragraph 101 are directed toward other Defendants,
17 Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth
18 of those allegations and, therefore, denies the same.

19 102. Paragraph 102 asserts legal conclusions to which no response is required. To the
20 extent a response is required and to the extent the allegations of Paragraph 102 are directed
21 toward Philip Morris USA, Philip Morris USA admits that Plaintiff Anthony Camacho purports
22 to seek damages that exceed \$15,000.00, but denies that Plaintiff Anthony Camacho is entitled to
23 the relief requested in Paragraph 102, or any relief whatsoever. Philip Morris USA denies the
24 remaining allegations of Paragraph 102 to the extent they are directed toward Philip Morris
25 USA. To the extent the allegations of Paragraph 102 are directed toward other Defendants,
26 Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth
27 of those allegations and, therefore, denies the same.

28 103. Paragraph 103 asserts legal conclusions to which no response is required. To the



1 extent a response is required and to the extent the allegations of Paragraph 103 are directed
2 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 103. To the
3 extent the allegations of Paragraph 103 are directed toward other Defendants, Philip Morris USA
4 is without knowledge or information sufficient to form a belief as to the truth of those allegations
5 and, therefore, denies the same.

6 104. Paragraph 104 asserts legal conclusions to which no response is required. To the
7 extent a response is required and to the extent the allegations of Paragraph 104 are directed
8 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 104. To the
9 extent the allegations of Paragraph 104 are directed toward other Defendants, Philip Morris USA
10 is without knowledge or information sufficient to form a belief as to the truth of those allegations
11 and, therefore, denies the same.

12 105. Paragraph 105 asserts legal conclusions to which no response is required. To the
13 extent a response is required and to the extent the allegations of Paragraph 105 are directed
14 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 105. To the
15 extent the allegations of Paragraph 105 are directed toward other Defendants, Philip Morris USA
16 is without knowledge or information sufficient to form a belief as to the truth of those allegations
17 and, therefore, denies the same.

18 106. Paragraph 106 asserts legal conclusions to which no response is required. To the
19 extent a response is required and to the extent the allegations of Paragraph 106 are directed
20 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 106. To the
21 extent the allegations of Paragraph 106 are directed toward other Defendants, Philip Morris USA
22 is without knowledge or information sufficient to form a belief as to the truth of those allegations
23 and, therefore, denies the same.

24 107. Paragraph 107 asserts legal conclusions to which no response is required. To the
25 extent a response is required and to the extent the allegations of Paragraph 107 are directed
26 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 107. To the
27 extent the allegations of Paragraph 107 are directed toward other Defendants, Philip Morris USA
28 is without knowledge or information sufficient to form a belief as to the truth of those allegations



1 and, therefore, denies the same.

2 108. Philip Morris USA states that Plaintiffs' Second Claim for Relief was dismissed
3 with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip
4 Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss
5 Plaintiffs' Amended Complaint Under NRCP 12(b)(5), dated July 7, 2020, and, therefore, no
6 response to Paragraph 108 is required.

7 109. Philip Morris USA states that Plaintiffs' Second Claim for Relief was dismissed
8 with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip
9 Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss
10 Plaintiffs' Amended Complaint Under NRCP 12(b)(5), dated July 7, 2020, and, therefore, no
11 response to Paragraph 109 is required.

12 110. Philip Morris USA states that Plaintiffs' Second Claim for Relief was dismissed
13 with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip
14 Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss
15 Plaintiffs' Amended Complaint Under NRCP 12(b)(5), dated July 7, 2020, and, therefore, no
16 response to Paragraph 110 is required.

17 111. Philip Morris USA states that Plaintiffs' Second Claim for Relief was dismissed
18 with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip
19 Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss
20 Plaintiffs' Amended Complaint Under NRCP 12(b)(5), dated July 7, 2020, and, therefore, no
21 response to Paragraph 111 is required.

22 112. Philip Morris USA states that Plaintiffs' Second Claim for Relief was dismissed
23 with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip
24 Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss
25 Plaintiffs' Amended Complaint Under NRCP 12(b)(5), dated July 7, 2020, and, therefore, no
26 response to Paragraph 112 is required.

27 113. Philip Morris USA states that Plaintiffs' Second Claim for Relief was dismissed
28 with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip



1 Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss
2 Plaintiffs' Amended Complaint Under NRCP 12(b)(5), dated July 7, 2020, and, therefore, no
3 response to Paragraph 113 is required.

4 114. Philip Morris USA states that Plaintiffs' Second Claim for Relief was dismissed
5 with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip
6 Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss
7 Plaintiffs' Amended Complaint Under NRCP 12(b)(5), dated July 7, 2020, and, therefore, no
8 response to Paragraph 114 is required.

9 115. Philip Morris USA states that Plaintiffs' Second Claim for Relief was dismissed
10 with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip
11 Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss
12 Plaintiffs' Amended Complaint Under NRCP 12(b)(5), dated July 7, 2020, and, therefore, no
13 response to Paragraph 115 is required.

14 116. Philip Morris USA states that Plaintiffs' Second Claim for Relief was dismissed
15 with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip
16 Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss
17 Plaintiffs' Amended Complaint Under NRCP 12(b)(5), dated July 7, 2020, and, therefore, no
18 response to Paragraph 116 is required.

19 117. Philip Morris USA states that Plaintiffs' Second Claim for Relief was dismissed
20 with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip
21 Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss
22 Plaintiffs' Amended Complaint Under NRCP 12(b)(5), dated July 7, 2020, and, therefore, no
23 response to Paragraph 117 is required.

24 118. Philip Morris USA states that Plaintiffs' Second Claim for Relief was dismissed
25 with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip
26 Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss
27 Plaintiffs' Amended Complaint Under NRCP 12(b)(5), dated July 7, 2020, and, therefore, no
28 response to Paragraph 118 is required.



119. Philip Morris USA states that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under NRCP 12(b)(5), dated July 7, 2020, and, therefore, no response to Paragraph 119 is required.

120. Philip Morris USA states that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under NRCP 12(b)(5), dated July 7, 2020, and, therefore, no response to Paragraph 120 is required.

121. Philip Morris USA states that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under NRCP 12(b)(5), dated July 7, 2020, and, therefore, no response to Paragraph 121 is required.

122. Philip Morris USA states that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under NRCP 12(b)(5), dated July 7, 2020, and, therefore, no response to Paragraph 122 is required.

123. Philip Morris USA states that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under NRCP 12(b)(5), dated July 7, 2020, and, therefore, no response to Paragraph 123 is required.

124. Philip Morris USA states that Plaintiffs' Second Claim for Relief was dismissed with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss



1 Plaintiffs' Amended Complaint Under NRCP 12(b)(5), dated July 7, 2020, and, therefore, no
2 response to Paragraph 124 is required.

3 125. Philip Morris USA states that Plaintiffs' Second Claim for Relief was dismissed
4 with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip
5 Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss
6 Plaintiffs' Amended Complaint Under NRCP 12(b)(5), dated July 7, 2020, and, therefore, no
7 response to Paragraph 125 is required.

8 126. Philip Morris USA states that Plaintiffs' Second Claim for Relief was dismissed
9 with prejudice by the Court in its Order Granting in Part and Denying in Part Defendants Philip
10 Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss
11 Plaintiffs' Amended Complaint Under NRCP 12(b)(5), dated July 7, 2020, and, therefore, no
12 response to Paragraph 126 is required.

13 127. Philip Morris USA restates, realleges, and incorporates by reference its responses
14 to all prior allegations of the Complaint as if fully set forth herein.

15 128. To the extent the allegations of Paragraph 128 are directed toward Philip Morris
16 USA, Philip Morris USA admits that it has designed, manufactured, and advertised its cigarettes
17 in the United States and that it has distributed and sold its cigarettes to its direct customers for
18 ultimate resale to consumers of legal age for purchasing cigarettes throughout the United States.
19 Philip Morris USA denies the remaining allegations of Paragraph 128 to the extent they are
20 directed toward Philip Morris USA. To the extent the allegations of Paragraph 128 are directed
21 toward other Defendants, Philip Morris USA is without knowledge or information sufficient to
22 form a belief as to the truth of those allegations and, therefore, denies the same.

23 129. To the extent the allegations of Paragraph 129 are directed toward Philip Morris
24 USA, Philip Morris USA admits that it has designed, manufactured, and advertised its cigarettes
25 in the United States and that it has distributed and sold its cigarettes to its direct customers for
26 ultimate resale to consumers of legal age for purchasing cigarettes throughout the United States.
27 Philip Morris USA denies the remaining allegations of Paragraph 129 to the extent they are
28 directed toward Philip Morris USA. To the extent the allegations of Paragraph 129 are directed



1 toward other Defendants, Philip Morris USA is without knowledge or information sufficient to
2 form a belief as to the truth of those allegations and, therefore, denies the same.

3 130. To the extent the allegations of Paragraph 130 are directed toward Philip Morris
4 USA, Philip Morris USA admits that it has distributed and sold its cigarettes to its direct
5 customers for ultimate resale to consumers of legal age for purchasing cigarettes throughout the
6 United States. Philip Morris USA denies the remaining allegations of Paragraph 130 to the
7 extent they are directed toward Philip Morris USA. To the extent the allegations of Paragraph
8 130 are directed toward other Defendants, Philip Morris USA is without knowledge or
9 information sufficient to form a belief as to the truth of those allegations and, therefore, denies
10 the same.

11 131. Paragraph 131 asserts legal conclusions to which no response is required. To the
12 extent a response is required and to the extent the allegations of Paragraph 131 are directed
13 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 131. To the
14 extent the allegations of Paragraph 131 are directed toward other Defendants, Philip Morris USA
15 is without knowledge or information sufficient to form a belief as to the truth of those allegations
16 and, therefore, denies the same.

17 132. Paragraph 132 asserts legal conclusions to which no response is required. To the
18 extent a response is required and to the extent the allegations of Paragraph 132 are directed
19 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 132. To the
20 extent the allegations of Paragraph 132 are directed toward other Defendants, Philip Morris USA
21 is without knowledge or information sufficient to form a belief as to the truth of those allegations
22 and, therefore, denies the same.

23 133. Paragraph 133 asserts legal conclusions to which no response is required. To the
24 extent a response is required and to the extent the allegations of Paragraph 133 are directed
25 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 133. To the
26 extent the allegations of Paragraph 133 are directed toward other Defendants, Philip Morris USA
27 is without knowledge or information sufficient to form a belief as to the truth of those allegations
28 and, therefore, denies the same.



1 134. Paragraph 134 asserts legal conclusions to which no response is required. To the
2 extent a response is required and to the extent the allegations of Paragraph 134 are directed
3 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 134. To the
4 extent the allegations of Paragraph 134 are directed toward other Defendants, Philip Morris USA
5 is without knowledge or information sufficient to form a belief as to the truth of those allegations
6 and, therefore, denies the same.

7 135. Paragraph 135 asserts legal conclusions to which no response is required. To the
8 extent a response is required and to the extent the allegations of Paragraph 135 are directed
9 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 135. To the
10 extent the allegations of Paragraph 135 are directed toward other Defendants, Philip Morris USA
11 is without knowledge or information sufficient to form a belief as to the truth of those allegations
12 and, therefore, denies the same.

13 136. Paragraph 136 asserts legal conclusions to which no response is required. To the
14 extent a response is required and to the extent the allegations of Paragraph 136 are directed
15 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 136. To the
16 extent the allegations of Paragraph 136 are directed toward other Defendants, Philip Morris USA
17 is without knowledge or information sufficient to form a belief as to the truth of those allegations
18 and, therefore, denies the same.

19 137. Paragraph 137 asserts legal conclusions to which no response is required. To the
20 extent a response is required and to the extent the allegations of Paragraph 137 are directed
21 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 137. To the
22 extent the allegations of Paragraph 137 are directed toward other Defendants, Philip Morris USA
23 is without knowledge or information sufficient to form a belief as to the truth of those allegations
24 and, therefore, denies the same.

25 138. Paragraph 138 asserts legal conclusions to which no response is required. To the
26 extent a response is required and to the extent the allegations of Paragraph 138 are directed
27 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 138. To the
28 extent the allegations of Paragraph 138 are directed toward other Defendants, Philip Morris USA



1 is without knowledge or information sufficient to form a belief as to the truth of those allegations
2 and, therefore, denies the same.

3 139. Paragraph 139 asserts legal conclusions to which no response is required. To the
4 extent a response is required and to the extent the allegations of Paragraph 139 are directed
5 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 139. To the
6 extent the allegations of Paragraph 139 are directed toward other Defendants, Philip Morris USA
7 is without knowledge or information sufficient to form a belief as to the truth of those allegations
8 and, therefore, denies the same.

9 140. Paragraph 140 asserts legal conclusions to which no response is required. To the
10 extent a response is required and to the extent the allegations of Paragraph 140 are directed
11 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 140. To the
12 extent the allegations of Paragraph 140 are directed toward other Defendants, Philip Morris USA
13 is without knowledge or information sufficient to form a belief as to the truth of those allegations
14 and, therefore, denies the same.

15 141. Paragraph 141 asserts legal conclusions to which no response is required. To the
16 extent a response is required and to the extent the allegations of Paragraph 141 are directed
17 toward Philip Morris USA, Philip Morris USA admits that Plaintiff Sandra Camacho purports to
18 seek damages that exceed \$15,000.00, but denies that Plaintiff Sandra Camacho is entitled to the
19 relief requested in Paragraph 141, or any relief whatsoever. Philip Morris USA denies the
20 remaining allegations of Paragraph 141 to the extent they are directed toward Philip Morris
21 USA. To the extent the allegations of Paragraph 141 are directed toward other Defendants,
22 Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth
23 of those allegations and, therefore, denies the same.

24 142. Paragraph 142 asserts legal conclusions to which no response is required. To the
25 extent a response is required and to the extent the allegations of Paragraph 142 are directed
26 toward Philip Morris USA, Philip Morris USA admits that Plaintiff Anthony Camacho purports
27 to seek damages that exceed \$15,000.00, but denies that Plaintiff Anthony Camacho is entitled to
28 the relief requested in Paragraph 142, or any relief whatsoever. Philip Morris USA denies the



1 remaining allegations of Paragraph 142 to the extent they are directed toward Philip Morris
2 USA. To the extent the allegations of Paragraph 142 are directed toward other Defendants,
3 Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth
4 of those allegations and, therefore, denies the same.

5 143. Paragraph 143 asserts legal conclusions to which no response is required. To the
6 extent a response is required and to the extent the allegations of Paragraph 143 are directed
7 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 143. To the
8 extent the allegations of Paragraph 143 are directed toward other Defendants, Philip Morris USA
9 is without knowledge or information sufficient to form a belief as to the truth of those allegations
10 and, therefore, denies the same.

11 144. Paragraph 144 asserts legal conclusions to which no response is required. To the
12 extent a response is required and to the extent the allegations of Paragraph 144 are directed
13 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 144. To the
14 extent the allegations of Paragraph 144 are directed toward other Defendants, Philip Morris USA
15 is without knowledge or information sufficient to form a belief as to the truth of those allegations
16 and, therefore, denies the same.

17 145. Paragraph 145 asserts legal conclusions to which no response is required. To the
18 extent a response is required and to the extent the allegations of Paragraph 145 are directed
19 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 145. To the
20 extent the allegations of Paragraph 145 are directed toward other Defendants, Philip Morris USA
21 is without knowledge or information sufficient to form a belief as to the truth of those allegations
22 and, therefore, denies the same.

23 146. Paragraph 146 asserts legal conclusions to which no response is required. To the
24 extent a response is required and to the extent the allegations of Paragraph 146 are directed
25 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 146. To the
26 extent the allegations of Paragraph 146 are directed toward other Defendants, Philip Morris USA
27 is without knowledge or information sufficient to form a belief as to the truth of those allegations
28 and, therefore, denies the same.



1 147. Paragraph 147 asserts legal conclusions to which no response is required. To the
2 extent a response is required and to the extent the allegations of Paragraph 147 are directed
3 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 147. To the
4 extent the allegations of Paragraph 147 are directed toward other Defendants, Philip Morris USA
5 is without knowledge or information sufficient to form a belief as to the truth of those allegations
6 and, therefore, denies the same.

7 148. Philip Morris USA restates, realleges, and incorporates by reference its responses
8 to all prior allegations of the Complaint as if fully set forth herein.

9 149. Paragraph 149 asserts legal conclusions to which no response is required. To the
10 extent a response is required and to the extent the allegations of Paragraph 149 are directed
11 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 149. To the
12 extent the allegations of Paragraph 149 are directed toward other Defendants, Philip Morris USA
13 is without knowledge or information sufficient to form a belief as to the truth of those allegations
14 and, therefore, denies the same.

15 150. Paragraph 150 asserts legal conclusions to which no response is required. To the
16 extent a response is required and to the extent the allegations of Paragraph 150 are directed
17 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 150. To the
18 extent the allegations of Paragraph 150 are directed toward other Defendants, Philip Morris USA
19 is without knowledge or information sufficient to form a belief as to the truth of those allegations
20 and, therefore, denies the same.

21 151. Paragraph 151 asserts legal conclusions to which no response is required. To the
22 extent a response is required and to the extent the allegations of Paragraph 151 are directed
23 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 151. To the
24 extent the allegations of Paragraph 151 are directed toward other Defendants, Philip Morris USA
25 is without knowledge or information sufficient to form a belief as to the truth of those allegations
26 and, therefore, denies the same.

27 152. Paragraph 152 asserts legal conclusions to which no response is required. To the
28 extent a response is required and to the extent the allegations of Paragraph 152 are directed



1 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 152. To the
2 extent the allegations of Paragraph 152 are directed toward other Defendants, Philip Morris USA
3 is without knowledge or information sufficient to form a belief as to the truth of those allegations
4 and, therefore, denies the same.

5 153. Paragraph 153 asserts legal conclusions to which no response is required. To the
6 extent a response is required and to the extent the allegations of Paragraph 153 are directed
7 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 153. To the
8 extent the allegations of Paragraph 153 are directed toward other Defendants, Philip Morris USA
9 is without knowledge or information sufficient to form a belief as to the truth of those allegations
10 and, therefore, denies the same.

11 154. Paragraph 154 asserts legal conclusions to which no response is required. To the
12 extent a response is required and to the extent the allegations of Paragraph 154 are directed
13 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 154. To the
14 extent the allegations of Paragraph 154 are directed toward other Defendants, Philip Morris USA
15 is without knowledge or information sufficient to form a belief as to the truth of those allegations
16 and, therefore, denies the same.

17 155. Paragraph 155 asserts legal conclusions to which no response is required. To the
18 extent a response is required and to the extent the allegations of Paragraph 155 are directed
19 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 155. To the
20 extent the allegations of Paragraph 155 are directed toward other Defendants, Philip Morris USA
21 is without knowledge or information sufficient to form a belief as to the truth of those allegations
22 and, therefore, denies the same.

23 156. Paragraph 156 asserts legal conclusions to which no response is required. To the
24 extent a response is required and to the extent the allegations of Paragraph 156 are directed
25 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 156. To the
26 extent the allegations of Paragraph 156 are directed toward other Defendants, Philip Morris USA
27 is without knowledge or information sufficient to form a belief as to the truth of those allegations
28 and, therefore, denies the same.



1 157. Paragraph 157 asserts legal conclusions to which no response is required. To the
2 extent a response is required and to the extent the allegations of Paragraph 157 are directed
3 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 157. To the
4 extent the allegations of Paragraph 157 are directed toward other Defendants, Philip Morris USA
5 is without knowledge or information sufficient to form a belief as to the truth of those allegations
6 and, therefore, denies the same.

7 158. Paragraph 158 asserts legal conclusions to which no response is required. To the
8 extent a response is required and to the extent the allegations of Paragraph 158 are directed
9 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 158. To the
10 extent the allegations of Paragraph 158 are directed toward other Defendants, Philip Morris USA
11 is without knowledge or information sufficient to form a belief as to the truth of those allegations
12 and, therefore, denies the same.

13 159. Paragraph 159 asserts legal conclusions to which no response is required. To the
14 extent a response is required and to the extent the allegations of Paragraph 159 are directed
15 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 159. To the
16 extent the allegations of Paragraph 159 are directed toward other Defendants, Philip Morris USA
17 is without knowledge or information sufficient to form a belief as to the truth of those allegations
18 and, therefore, denies the same.

19 160. Paragraph 160 asserts legal conclusions to which no response is required. To the
20 extent a response is required and to the extent the allegations of Paragraph 160 are directed
21 toward Philip Morris USA, Philip Morris USA admits that Plaintiff Sandra Camacho purports to
22 seek damages that exceed \$15,000.00, but denies that Plaintiff Sandra Camacho is entitled to the
23 relief requested in Paragraph 160, or any relief whatsoever. Philip Morris USA denies the
24 remaining allegations of Paragraph 160 to the extent they are directed toward Philip Morris
25 USA. To the extent the allegations of Paragraph 160 are directed toward other Defendants,
26 Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth
27 of those allegations and, therefore, denies the same.

28 161. Paragraph 161 asserts legal conclusions to which no response is required. To the



1 extent a response is required and to the extent the allegations of Paragraph 161 are directed
2 toward Philip Morris USA, Philip Morris USA admits that Plaintiff Anthony Camacho purports
3 to seek damages that exceed \$15,000.00, but denies that Plaintiff Anthony Camacho is entitled to
4 the relief requested in Paragraph 161, or any relief whatsoever. Philip Morris USA denies the
5 remaining allegations of Paragraph 161 to the extent they are directed toward Philip Morris
6 USA. To the extent the allegations of Paragraph 161 are directed toward other Defendants,
7 Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth
8 of those allegations and, therefore, denies the same.

9 162. Paragraph 162 asserts legal conclusions to which no response is required. To the
10 extent a response is required and to the extent the allegations of Paragraph 162 are directed
11 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 162. To the
12 extent the allegations of Paragraph 162 are directed toward other Defendants, Philip Morris USA
13 is without knowledge or information sufficient to form a belief as to the truth of those allegations
14 and, therefore, denies the same.

15 163. Paragraph 163 asserts legal conclusions to which no response is required. To the
16 extent a response is required and to the extent the allegations of Paragraph 163 are directed
17 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 163. To the
18 extent the allegations of Paragraph 163 are directed toward other Defendants, Philip Morris USA
19 is without knowledge or information sufficient to form a belief as to the truth of those allegations
20 and, therefore, denies the same.

21 164. Paragraph 164 asserts legal conclusions to which no response is required. To the
22 extent a response is required and to the extent the allegations of Paragraph 164 are directed
23 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 164. To the
24 extent the allegations of Paragraph 164 are directed toward other Defendants, Philip Morris USA
25 is without knowledge or information sufficient to form a belief as to the truth of those allegations
26 and, therefore, denies the same.

27 165. Paragraph 165 asserts legal conclusions to which no response is required. To the
28 extent a response is required and to the extent the allegations of Paragraph 165 are directed



1 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 165. To the
2 extent the allegations of Paragraph 165 are directed toward other Defendants, Philip Morris USA
3 is without knowledge or information sufficient to form a belief as to the truth of those allegations
4 and, therefore, denies the same.

5 166. Paragraph 166 asserts legal conclusions to which no response is required. To the
6 extent a response is required and to the extent the allegations of Paragraph 166 are directed
7 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 166. To the
8 extent the allegations of Paragraph 166 are directed toward other Defendants, Philip Morris USA
9 is without knowledge or information sufficient to form a belief as to the truth of those allegations
10 and, therefore, denies the same.

11 176.¹ Philip Morris USA restates, realleges, and incorporates by reference its responses
12 to all prior allegations of the Complaint as if fully set forth herein.

13 177. Paragraph 177 asserts legal conclusions to which no response is required. To the
14 extent a response is required and to the extent the allegations of Paragraph 177 are directed
15 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 177. To the
16 extent the allegations of Paragraph 177 are directed toward other Defendants, Philip Morris USA
17 is without knowledge or information sufficient to form a belief as to the truth of those allegations
18 and, therefore, denies the same.

19 178. Paragraph 178 asserts legal conclusions to which no response is required. To the
20 extent a response is required and to the extent the allegations of Paragraph 178 are directed
21 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 178. To the
22 extent the allegations of Paragraph 178 are directed toward other Defendants, Philip Morris USA
23 is without knowledge or information sufficient to form a belief as to the truth of those allegations
24 and, therefore, denies the same.

25 179. Paragraph 179 asserts legal conclusions to which no response is required. To the
26

27 ¹ From this point to the end of Plaintiffs' Complaint, the allegations are misnumbered. To avoid confusion, Philip
28 Morris USA responds to the allegations as numbered in the Complaint.



1 extent a response is required and to the extent the allegations of Paragraph 179 are directed
2 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 179. To the
3 extent the allegations of Paragraph 179 are directed toward other Defendants, Philip Morris USA
4 is without knowledge or information sufficient to form a belief as to the truth of those allegations
5 and, therefore, denies the same.

6 180. Paragraph 180 asserts legal conclusions to which no response is required. To the
7 extent a response is required and to the extent the allegations of Paragraph 180 are directed
8 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 180. To the
9 extent the allegations of Paragraph 180 are directed toward other Defendants, Philip Morris USA
10 is without knowledge or information sufficient to form a belief as to the truth of those allegations
11 and, therefore, denies the same.

12 181. Paragraph 181 asserts legal conclusions to which no response is required. To the
13 extent a response is required and to the extent the allegations of Paragraph 181 are directed
14 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 181. To the
15 extent the allegations of Paragraph 181 are directed toward other Defendants, Philip Morris USA
16 is without knowledge or information sufficient to form a belief as to the truth of those allegations
17 and, therefore, denies the same.

18 182. Paragraph 182 asserts legal conclusions to which no response is required. To the
19 extent a response is required and to the extent the allegations of Paragraph 182 are directed
20 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 182. To the
21 extent the allegations of Paragraph 182 are directed toward other Defendants, Philip Morris USA
22 is without knowledge or information sufficient to form a belief as to the truth of those allegations
23 and, therefore, denies the same.

24 183. Paragraph 183 asserts legal conclusions to which no response is required. To the
25 extent a response is required and to the extent the allegations of Paragraph 183 are directed
26 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 183. To the
27 extent the allegations of Paragraph 183 are directed toward other Defendants, Philip Morris USA
28 is without knowledge or information sufficient to form a belief as to the truth of those allegations



1 and, therefore, denies the same.

2 184. Paragraph 184 asserts legal conclusions to which no response is required. To the
3 extent a response is required and to the extent the allegations of Paragraph 184 are directed
4 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 184. To the
5 extent the allegations of Paragraph 184 are directed toward other Defendants, Philip Morris USA
6 is without knowledge or information sufficient to form a belief as to the truth of those allegations
7 and, therefore, denies the same.

8 185. Paragraph 185 asserts legal conclusions to which no response is required. To the
9 extent a response is required and to the extent the allegations of Paragraph 185 are directed
10 toward Philip Morris USA, Philip Morris USA admits that Plaintiff Sandra Camacho purports to
11 seek damages that exceed \$15,000.00, but denies that Plaintiff Sandra Camacho is entitled to the
12 relief requested in Paragraph 185, or any relief whatsoever. Philip Morris USA denies the
13 remaining allegations of Paragraph 185 to the extent they are directed toward Philip Morris
14 USA. To the extent the allegations of Paragraph 185 are directed toward other Defendants,
15 Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth
16 of those allegations and, therefore, denies the same.

17 186. Paragraph 186 asserts legal conclusions to which no response is required. To the
18 extent a response is required and to the extent the allegations of Paragraph 186 are directed
19 toward Philip Morris USA, Philip Morris USA admits that Plaintiff Anthony Camacho purports
20 to seek damages that exceed \$15,000.00, but denies that Plaintiff Anthony Camacho is entitled to
21 the relief requested in Paragraph 186, or any relief whatsoever. Philip Morris USA denies the
22 remaining allegations of Paragraph 186 to the extent they are directed toward Philip Morris
23 USA. To the extent the allegations of Paragraph 186 are directed toward other Defendants,
24 Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth
25 of those allegations and, therefore, denies the same.

26 187. Paragraph 187 asserts legal conclusions to which no response is required. To the
27 extent a response is required and to the extent the allegations of Paragraph 187 are directed
28 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 187. To the



1 extent the allegations of Paragraph 187 are directed toward other Defendants, Philip Morris USA
2 is without knowledge or information sufficient to form a belief as to the truth of those allegations
3 and, therefore, denies the same.

4 188. Paragraph 188 asserts legal conclusions to which no response is required. To the
5 extent a response is required and to the extent the allegations of Paragraph 188 are directed
6 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 188. To the
7 extent the allegations of Paragraph 188 are directed toward other Defendants, Philip Morris USA
8 is without knowledge or information sufficient to form a belief as to the truth of those allegations
9 and, therefore, denies the same.

10 189. Paragraph 189 asserts legal conclusions to which no response is required. To the
11 extent a response is required and to the extent the allegations of Paragraph 189 are directed
12 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 189. To the
13 extent the allegations of Paragraph 189 are directed toward other Defendants, Philip Morris USA
14 is without knowledge or information sufficient to form a belief as to the truth of those allegations
15 and, therefore, denies the same.

16 190. Paragraph 190 asserts legal conclusions to which no response is required. To the
17 extent a response is required and to the extent the allegations of Paragraph 190 are directed
18 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 190. To the
19 extent the allegations of Paragraph 190 are directed toward other Defendants, Philip Morris USA
20 is without knowledge or information sufficient to form a belief as to the truth of those allegations
21 and, therefore, denies the same.

22 191. Paragraph 191 asserts legal conclusions to which no response is required. To the
23 extent a response is required and to the extent the allegations of Paragraph 191 are directed
24 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 191. To the
25 extent the allegations of Paragraph 191 are directed toward other Defendants, Philip Morris USA
26 is without knowledge or information sufficient to form a belief as to the truth of those allegations
27 and, therefore, denies the same.

28 192. Philip Morris USA restates, realleges, and incorporates by reference its responses



1 to all prior paragraphs of the Complaint as if fully set forth herein.

2 193. Paragraph 193 asserts legal conclusions to which no response is required. To the
3 extent a response is required and to the extent the allegations of Paragraph 193 are directed
4 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 193. To the
5 extent the allegations of Paragraph 193 are directed toward other Defendants, Philip Morris USA
6 is without knowledge or information sufficient to form a belief as to the truth of those allegations
7 and, therefore, denies the same.

8 194. Paragraph 194 asserts legal conclusions to which no response is required. To the
9 extent a response is required and to the extent the allegations of Paragraph 194 are directed
10 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 194. To the
11 extent the allegations of Paragraph 194 are directed toward other Defendants, Philip Morris USA
12 is without knowledge or information sufficient to form a belief as to the truth of those allegations
13 and, therefore, denies the same.

14 195. Paragraph 195 asserts legal conclusions to which no response is required. To the
15 extent a response is required and to the extent the allegations of Paragraph 195 are directed
16 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 195. To the
17 extent the allegations of Paragraph 195 are directed toward other Defendants, Philip Morris USA
18 is without knowledge or information sufficient to form a belief as to the truth of those allegations
19 and, therefore, denies the same.

20 196. Paragraph 196 asserts legal conclusions to which no response is required. To the
21 extent a response is required and to the extent the allegations of Paragraph 196 are directed
22 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 196. To the
23 extent the allegations of Paragraph 196 are directed toward other Defendants, Philip Morris USA
24 is without knowledge or information sufficient to form a belief as to the truth of those allegations
25 and, therefore, denies the same.

26 197. Paragraph 197 asserts legal conclusions to which no response is required. To the
27 extent a response is required and to the extent the allegations of Paragraph 197 are directed
28 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 197. To the



1 extent the allegations of Paragraph 197 are directed toward other Defendants, Philip Morris USA
2 is without knowledge or information sufficient to form a belief as to the truth of those allegations
3 and, therefore, denies the same.

4 198. Paragraph 198 asserts legal conclusions to which no response is required. To the
5 extent a response is required and to the extent the allegations of Paragraph 198 are directed
6 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 198. To the
7 extent the allegations of Paragraph 198 are directed toward other Defendants, Philip Morris USA
8 is without knowledge or information sufficient to form a belief as to the truth of those allegations
9 and, therefore, denies the same.

10 199. Paragraph 199 asserts legal conclusions to which no response is required. To the
11 extent a response is required and to the extent the allegations of Paragraph 199 are directed
12 toward Philip Morris USA, Philip Morris USA admits that Plaintiff Sandra Camacho purports to
13 seek damages that exceed \$15,000.00, but denies that Plaintiff Sandra Camacho is entitled to the
14 relief requested in Paragraph 199, or any relief whatsoever. Philip Morris USA denies the
15 remaining allegations of Paragraph 199 to the extent they are directed toward Philip Morris
16 USA. To the extent the allegations of Paragraph 199 are directed toward other Defendants,
17 Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth
18 of those allegations and, therefore, denies the same.

19 200. Paragraph 200 asserts legal conclusions to which no response is required. To the
20 extent a response is required and to the extent the allegations of Paragraph 200 are directed
21 toward Philip Morris USA, Philip Morris USA admits that Plaintiff Anthony Camacho purports
22 to seek damages that exceed \$15,000.00, but denies that Plaintiff Anthony Camacho is entitled to
23 the relief requested in Paragraph 200, or any relief whatsoever. Philip Morris USA denies the
24 remaining allegations of Paragraph 200 to the extent they are directed toward Philip Morris
25 USA. To the extent the allegations of Paragraph 200 are directed toward other Defendants,
26 Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth
27 of those allegations and, therefore, denies the same.

28 201. Paragraph 201 asserts legal conclusions to which no response is required. To the



1 extent a response is required and to the extent the allegations of Paragraph 201 are directed
2 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 201. To the
3 extent the allegations of Paragraph 201 are directed toward other Defendants, Philip Morris USA
4 is without knowledge or information sufficient to form a belief as to the truth of those allegations
5 and, therefore, denies the same.

6 202. Paragraph 202 asserts legal conclusions to which no response is required. To the
7 extent a response is required and to the extent the allegations of Paragraph 202 are directed
8 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 202. To the
9 extent the allegations of Paragraph 202 are directed toward other Defendants, Philip Morris USA
10 is without knowledge or information sufficient to form a belief as to the truth of those allegations
11 and, therefore, denies the same.

12 203. Paragraph 203 asserts legal conclusions to which no response is required. To the
13 extent a response is required and to the extent the allegations of Paragraph 203 are directed
14 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 203. To the
15 extent the allegations of Paragraph 203 are directed toward other Defendants, Philip Morris USA
16 is without knowledge or information sufficient to form a belief as to the truth of those allegations
17 and, therefore, denies the same.

18 204. Paragraph 204 asserts legal conclusions to which no response is required. To the
19 extent a response is required and to the extent the allegations of Paragraph 204 are directed
20 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 204. To the
21 extent the allegations of Paragraph 204 are directed toward other Defendants, Philip Morris USA
22 is without knowledge or information sufficient to form a belief as to the truth of those allegations
23 and, therefore, denies the same.

24 205. Paragraph 205 asserts legal conclusions to which no response is required. To the
25 extent a response is required and to the extent the allegations of Paragraph 205 are directed
26 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 205. To the
27 extent the allegations of Paragraph 205 are directed toward other Defendants, Philip Morris USA
28 is without knowledge or information sufficient to form a belief as to the truth of those allegations



1 and, therefore, denies the same.

2 206. Philip Morris USA restates, realleges, and incorporates by reference its responses
3 to all prior paragraphs of the Complaint as if fully set forth herein.

4 207. Philip Morris USA states that it is unable to respond to the allegations of
5 Paragraph 207 in any meaningful manner because the phrase “[a]t all times relevant herein” is
6 not defined in Plaintiffs’ Complaint. To the extent a response is required, Philip Morris USA
7 admits that Plaintiffs purport to seek damages under the Nevada Deceptive Trade Practices Act,
8 but denies that Plaintiffs are entitled to the relief requested in Paragraph 207, or any relief
9 whatsoever. Philip Morris USA denies the remaining allegations of Paragraph 207.

10 208. Paragraph 208 asserts legal conclusions to which no response is required. To the
11 extent a response is required and to the extent the allegations of Paragraph 208 are directed
12 toward Philip Morris USA, Philip Morris USA admits that Plaintiffs purport to seek damages
13 under the Nevada Deceptive Trade Practices Act, but denies that Plaintiffs are entitled to the
14 relief requested in Paragraph 208, or any relief whatsoever. Philip Morris USA denies the
15 remaining allegations of Paragraph 208 to the extent they are directed toward Philip Morris
16 USA. To the extent the allegations of Paragraph 208 are directed toward other Defendants,
17 Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth
18 of those allegations and, therefore, denies the same.

19 209. Paragraph 209 asserts legal conclusions to which no response is required. To the
20 extent a response is required and to the extent the allegations of Paragraph 209 are directed
21 toward Philip Morris USA, Philip Morris USA admits that Plaintiffs purport to seek damages
22 under the Nevada Deceptive Trade Practices Act, but denies that Plaintiffs are entitled to the
23 relief requested in Paragraph 209, or any relief whatsoever. Philip Morris USA denies the
24 remaining allegations of Paragraph 209 to the extent they are directed toward Philip Morris
25 USA. To the extent the allegations of Paragraph 209 are directed toward other Defendants,
26 Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth
27 of those allegations and, therefore, denies the same.

28 210. Philip Morris USA admits that the allegations of Paragraph 210 purport to



1 selectively quote, reference, and/or paraphrase certain provisions of the Nevada Deceptive Trade
2 Practices Act, but denies that the statute is quoted, referenced, and/or paraphrased in context or
3 in its entirety. Philip Morris USA states that the statute speaks for itself. Philip Morris denies
4 that Plaintiffs are entitled to the relief requested in Paragraph 210, or any relief whatsoever.
5 Philip Morris USA denies the remaining allegations of Paragraph 210.

6 211. Paragraph 211 asserts legal conclusions to which no response is required. To the
7 extent a response is required and to the extent the allegations of Paragraph 211 are directed
8 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 211. To the
9 extent the allegations of Paragraph 211 are directed toward other Defendants, Philip Morris USA
10 is without knowledge or information sufficient to form a belief as to the truth of those allegations
11 and, therefore, denies the same.

12 212. Paragraph 212 asserts legal conclusions to which no response is required. To the
13 extent a response is required and to the extent the allegations of Paragraph 212 are directed
14 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 212. To the
15 extent the allegations of Paragraph 212 are directed toward other Defendants, Philip Morris USA
16 is without knowledge or information sufficient to form a belief as to the truth of those allegations
17 and, therefore, denies the same.

18 213. Paragraph 213 asserts legal conclusions to which no response is required. To the
19 extent a response is required and to the extent the allegations of Paragraph 213 are directed
20 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 213. To the
21 extent the allegations of Paragraph 213 are directed toward other Defendants, Philip Morris USA
22 is without knowledge or information sufficient to form a belief as to the truth of those allegations
23 and, therefore, denies the same.

24 214. Paragraph 214 asserts legal conclusions to which no response is required. To the
25 extent a response is required and to the extent the allegations of Paragraph 214 are directed
26 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 214. To the
27 extent the allegations of Paragraph 214 are directed toward other Defendants, Philip Morris USA
28 is without knowledge or information sufficient to form a belief as to the truth of those allegations



1 and, therefore, denies the same.

2 215. Paragraph 215 asserts legal conclusions to which no response is required. To the
3 extent a response is required and to the extent the allegations of Paragraph 215 are directed
4 toward Philip Morris USA, Philip Morris USA admits that Plaintiff Sandra Camacho purports to
5 seek damages that exceed \$15,000.00, but denies that Plaintiff Sandra Camacho is entitled to the
6 relief requested in Paragraph 215, or any relief whatsoever. Philip Morris USA denies the
7 remaining allegations of Paragraph 215 to the extent they are directed toward Philip Morris
8 USA. To the extent the allegations of Paragraph 215 are directed toward other Defendants,
9 Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth
10 of those allegations and, therefore, denies the same.

11 216. Paragraph 216 asserts legal conclusions to which no response is required. To the
12 extent a response is required and to the extent the allegations of Paragraph 216 are directed
13 toward Philip Morris USA, Philip Morris USA admits that Plaintiff Anthony Camacho purports
14 to seek damages that exceed \$15,000.00, but denies that Plaintiff Anthony Camacho is entitled to
15 the relief requested in Paragraph 216, or any relief whatsoever. Philip Morris USA denies the
16 remaining allegations of Paragraph 216 to the extent they are directed toward Philip Morris
17 USA. To the extent the allegations of Paragraph 216 are directed toward other Defendants,
18 Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth
19 of those allegations and, therefore, denies the same.

20 217. Paragraph 217 asserts legal conclusions to which no response is required. To the
21 extent a response is required and to the extent the allegations of Paragraph 217 are directed
22 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 217. To the
23 extent the allegations of Paragraph 217 are directed toward other Defendants, Philip Morris USA
24 is without knowledge or information sufficient to form a belief as to the truth of those allegations
25 and, therefore, denies the same.

26 218. Paragraph 218 asserts legal conclusions to which no response is required. To the
27 extent a response is required and to the extent the allegations of Paragraph 218 are directed
28 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 218. To the



1 extent the allegations of Paragraph 218 are directed toward other Defendants, Philip Morris USA
2 is without knowledge or information sufficient to form a belief as to the truth of those allegations
3 and, therefore, denies the same.

4 219. Paragraph 219 asserts legal conclusions to which no response is required. To the
5 extent a response is required and to the extent the allegations of Paragraph 219 are directed
6 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 219. To the
7 extent the allegations of Paragraph 219 are directed toward other Defendants, Philip Morris USA
8 is without knowledge or information sufficient to form a belief as to the truth of those allegations
9 and, therefore, denies the same.

10 220. Paragraph 220 asserts legal conclusions to which no response is required. To the
11 extent a response is required and to the extent the allegations of Paragraph 220 are directed
12 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 220. To the
13 extent the allegations of Paragraph 220 are directed toward other Defendants, Philip Morris USA
14 is without knowledge or information sufficient to form a belief as to the truth of those allegations
15 and, therefore, denies the same.

16 221. Paragraph 221 asserts legal conclusions to which no response is required. To the
17 extent a response is required and to the extent the allegations of Paragraph 221 are directed
18 toward Philip Morris USA, Philip Morris USA denies the allegations of Paragraph 221. To the
19 extent the allegations of Paragraph 221 are directed toward other Defendants, Philip Morris USA
20 is without knowledge or information sufficient to form a belief as to the truth of those allegations
21 and, therefore, denies the same.

22 222. The allegations of Paragraph 222 are not directed toward Philip Morris USA and,
23 therefore, no response is required. To the extent a response is required, Philip Morris USA
24 restates, realleges, and incorporates by reference its responses to all prior allegations of the
25 Complaint as if fully set forth herein.

26 223. The allegations of Paragraph 223 are not directed toward Philip Morris USA and,
27 therefore, no response is required. To the extent a response is required, Philip Morris USA is
28 without knowledge or information sufficient to form a belief as to the truth of the allegations of



Paragraph 223 and, therefore, denies the same.

224. The allegations of Paragraph 224 are not directed toward Philip Morris USA and, therefore, no response is required. To the extent a response is required, Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 224 and, therefore, denies the same.

225. The allegations of Paragraph 225 are not directed toward Philip Morris USA and, therefore, no response is required. To the extent a response is required, Philip Morris USA is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 225 and, therefore, denies the same.

226. The allegations of Paragraph 226 are not directed toward Philip Morris USA and, therefore, no response is required. To the extent a response is required, Philip Morris USA denies the allegations of Paragraph 226.

227. The allegations of Paragraph 227 are not directed toward Philip Morris USA and, therefore, no response is required. To the extent a response is required, Philip Morris USA denies the allegations of Paragraph 227.

228. The allegations of Paragraph 228 are not directed toward Philip Morris USA and, therefore, no response is required. To the extent a response is required, Philip Morris USA denies the allegations of Paragraph 228.

229. The allegations of Paragraph 229 are not directed toward Philip Morris USA and, therefore, no response is required. To the extent a response is required, Philip Morris USA denies the allegations of Paragraph 229.

230. The allegations of Paragraph 230 are not directed toward Philip Morris USA and, therefore, no response is required. To the extent a response is required, Philip Morris USA denies the allegations of Paragraph 230.

231. The allegations of Paragraph 231 are not directed toward Philip Morris USA and, therefore, no response is required. To the extent a response is required, Philip Morris USA denies the allegations of Paragraph 231.

232. The allegations of Paragraph 232 are not directed toward Philip Morris USA and,



1 therefore, no response is required. To the extent a response is required, Philip Morris USA
2 denies the allegations of Paragraph 232.

3 233. The allegations of Paragraph 233 are not directed toward Philip Morris USA and,
4 therefore, no response is required. To the extent a response is required, Philip Morris USA
5 denies the allegations of Paragraph 233.

6 234. The allegations of Paragraph 234 are not directed toward Philip Morris USA and,
7 therefore, no response is required. To the extent a response is required, Philip Morris USA
8 denies the allegations of Paragraph 234.

9 235. The allegations of Paragraph 235 are not directed toward Philip Morris USA and,
10 therefore, no response is required. To the extent a response is required, Philip Morris USA
11 denies the allegations of Paragraph 235.

12 236. The allegations of Paragraph 236 are not directed toward Philip Morris USA and,
13 therefore, no response is required. To the extent a response is required, Philip Morris USA
14 denies the allegations of Paragraph 236.

15 237. The allegations of Paragraph 237 are not directed toward Philip Morris USA and,
16 therefore, no response is required. To the extent a response is required, Philip Morris USA
17 denies the allegations of Paragraph 237.

18 238. The allegations of Paragraph 238 are not directed toward Philip Morris USA and,
19 therefore, no response is required. To the extent a response is required, Philip Morris USA
20 denies the allegations of Paragraph 238.

21 Philip Morris USA denies that Plaintiffs are entitled to the relief requested in the
22 unnumbered WHEREFORE paragraph, or any relief whatsoever.

23 **AFFIRMATIVE DEFENSES**

24 **FIRST AFFIRMATIVE DEFENSE**

25 Plaintiffs' Complaint, and each count thereof, fails to state a cause of action upon which
26 relief can be granted against Philip Morris USA.

27 **SECOND AFFIRMATIVE DEFENSE**

28 Plaintiffs' claims against Philip Morris USA, if any, are barred, in whole or in part, by the



1 applicable statutes of limitations, statutes of repose, and/or the doctrines of laches, waiver, *res*
2 *judicata*, claim preclusion, and estoppel.

3 **THIRD AFFIRMATIVE DEFENSE**

4 If Plaintiffs have sustained any injuries or incurred any damages, which alleged injuries
5 and damages are denied, such alleged injuries and damages were the result of intervening or
6 superseding events, factors, occurrences, or conditions, which were in no way caused by Philip
7 Morris USA and for which Philip Morris USA is not responsible and liable.

8 **FOURTH AFFIRMATIVE DEFENSE**

9 If Plaintiffs have sustained any injuries or incurred any damages, which alleged injuries
10 and damages are denied, such alleged injuries and damages were caused, in whole or in part, by
11 the acts, wrongs, or omissions of persons other than Plaintiffs or Philip Morris USA and for
12 which Philip Morris USA is not responsible and liable.

13 **FIFTH AFFIRMATIVE DEFENSE**

14 Plaintiffs' claims are barred to the extent Plaintiffs seek to impose liability retroactively
15 for conduct that was not actionable at the time it occurred.

16 **SIXTH AFFIRMATIVE DEFENSE**

17 Philip Morris USA is entitled to set-off, should any damages be awarded against it, in the
18 amount of damages or settlement amounts recovered by Plaintiffs with respect to the same
19 alleged injuries.

20 **SEVENTH AFFIRMATIVE DEFENSE**

21 Plaintiffs' claims are barred, in whole or in part, because Plaintiffs failed to mitigate any
22 injuries and damages they allegedly suffered.

23 **EIGHTH AFFIRMATIVE DEFENSE**

24 Plaintiffs' claims are barred, in whole or in part, because they violate Philip Morris
25 USA's rights under the First Amendment to the United States Constitution and cognate
26 provisions of the Nevada Constitution, which protect the rights to freedom of speech, to petition
27 the government, and to freedom of association.

28 ///



1 **NINTH AFFIRMATIVE DEFENSE**

2 Plaintiffs' claims are barred, in whole or in part, by the Supremacy Clause of the United
3 States Constitution, art. VI, § 2, because those claims are preempted and/or precluded by federal
4 law, including, but not limited to, the Federal Cigarette Labeling and Advertising Act, 15 U.S.C.
5 §§ 1331 *et seq.*, and the Federal Trade Commission's policies and regulations regarding the
6 cigarette industry.

7 **TENTH AFFIRMATIVE DEFENSE**

8 Plaintiffs' claims are barred, in whole or in part, by the Supremacy Clause of the United
9 States Constitution, art. VI, § 2, because those claims are preempted and/or precluded by federal
10 law. Specifically, under the doctrine of conflict preemption, because Congress has specifically
11 foreclosed the removal of tobacco products from the market, any claims of liability based solely
12 on Philip Morris USA's manufacture, marketing, and sale of cigarettes are preempted.

13 **ELEVENTH AFFIRMATIVE DEFENSE**

14 Plaintiffs' claims are barred, in whole or in part, by the First Amendment to the United
15 States Constitution, and by the *Noerr-Pennington* Doctrine, to the extent that such claims are
16 premised, in whole or in part, on alleged statements or conduct in judicial, legislative, or
17 administrative proceedings of any kind or at any level of government.

18 **TWELFTH AFFIRMATIVE DEFENSE**

19 Plaintiffs' claims are barred, in whole or in part, because they violate the Due Process
20 provisions of the Fifth Amendment and § 1 of the Fourteenth Amendment to the United States
21 Constitution, as well as cognate provisions of the Nevada Constitution, to the extent that they
22 seek to deprive Philip Morris USA of procedural and substantive safeguards, including
23 traditional defenses to liability.

24 **THIRTEENTH AFFIRMATIVE DEFENSE**

25 Philip Morris USA avers that it did not know and, in light of the existing, reasonably
26 available scientific and technological knowledge, could not have known of the design
27 characteristic that allegedly caused the injuries complained of herein or of any alternative design
28 vaguely referred to by Plaintiffs. Philip Morris USA further avers that any such alternative



1 design was not feasible either scientifically or technologically, nor was it economically practical.

2 **FOURTEENTH AFFIRMATIVE DEFENSE**

3 Plaintiffs' claims are barred, in whole or in part, by Plaintiffs' comparative negligence,
4 fault, responsibility, or want of due care, including Plaintiff Sandra Camacho's choice to smoke.
5 Plaintiffs are, therefore, barred from any recovery, or any recoverable damages must be reduced
6 in proportion to the amount of negligence attributable to Plaintiffs.

7 **FIFTEENTH AFFIRMATIVE DEFENSE**

8 If Plaintiffs were injured or damaged, which alleged injuries and damages are denied,
9 such alleged injuries and damages were caused solely or proximately by the acts, wrongs, or
10 omissions of Plaintiffs, by preexisting conditions, or by forces, and/or things over which Philip
11 Morris USA had no control and for which Philip Morris USA is not responsible and not liable.

12 **SIXTEENTH AFFIRMATIVE DEFENSE**

13 Plaintiffs' claims are barred, in whole or in part, by the doctrine of assumption of the risk.

14 **SEVENTEENTH AFFIRMATIVE DEFENSE**

15 Plaintiffs' claims are barred, in whole or in part, because any cigarettes manufactured and
16 sold by Philip Morris USA are, and always have been, consistent with available technological,
17 medical, scientific, and industrial state-of-the-art and comply, and have complied, with all
18 applicable laws and governmental regulations.

19 **EIGHTEENTH AFFIRMATIVE DEFENSE**

20 While denying at all times that any product manufactured by Philip Morris USA was
21 "unreasonably dangerous," Plaintiffs' strict liability claim violates the Fifth and Fourteenth
22 Amendments to the United States Constitution and cognate provisions of the Nevada
23 Constitution to the extent that, *inter alia*, (a) the jury is not provided with standards of sufficient
24 clarity, objectivity, and uniformity for determining whether Philip Morris USA's cigarettes are
25 "unreasonably dangerous," and (b) any jury determination that Philip Morris USA's cigarettes
26 are "unreasonably dangerous" is not subject to judicial review on the basis of objective and
27 uniform standards.

28 ///



NINETEENTH AFFIRMATIVE DEFENSE

The law of the State of Nevada and the Due Process Clause of the Fourteenth Amendment to the United States Constitution forbid punishing Philip Morris USA simply for lawfully selling a legal product.

TWENTIETH AFFIRMATIVE DEFENSE

The preemption provisions of the Federal Cigarette Labeling and Advertising Act, 15 U.S.C. §§ 1331 *et seq.*, as well as implied congressional preemption, preclude punishment for that portion of the conduct alleged in the Complaint that post dated July 1, 1969, alleging any kind of failure to warn of cigarettes' danger, "neutralization" of congressionally mandated warning labels, or marketing cigarettes to particular (adult) demographic groups.

TWENTY-FIRST AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred to the extent Plaintiffs' alleged injuries were caused, in whole or in part, by Plaintiff Sandra Camacho's "unreasonable use" of cigarettes.

TWENTY-SECOND AFFIRMATIVE DEFENSE

If any defects exist with respect to Philip Morris USA's cigarettes, as alleged in the Complaint, any such defects were open and obvious. Accordingly, Plaintiffs cannot recover herein against Philip Morris USA.

TWENTY-THIRD AFFIRMATIVE DEFENSE

While denying at all times that any cigarettes manufactured by Philip Morris USA caused or contributed to the injuries and damages alleged in the Complaint, Philip Morris USA avers that Plaintiffs were warned or otherwise made aware of the alleged dangers of cigarette smoking and, further, that any such dangers, to the extent they existed, were not beyond those which would have been contemplated by an ordinary consumer of the cigarettes. Plaintiffs, therefore, are barred from any recovery on the claims asserted.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

To the extent Plaintiffs' claims are based on an alleged duty to disclose the risks associated with cigarette smoking, such claims are barred because such risks, to the extent they exist, are and always have been commonly known.



TWENTY-FIFTH AFFIRMATIVE DEFENSE

In the event that Plaintiffs establish liability on the part of Philip Morris USA, which liability Philip Morris USA specifically denies, any alleged injuries or damages were caused in whole or in part by the negligence of Plaintiffs, thereby barring Plaintiffs' recovery in whole or in part.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

Plaintiffs' fraudulent misrepresentation, fraudulent concealment, and civil conspiracy claims and/or allegations are barred because Plaintiffs have failed to plead fraudulent misrepresentation, fraudulent concealment, and civil conspiracy with particularity, as required by the Nevada Rules of Civil Procedure and Nevada law, and must be dismissed for failure to state a claim upon which relief may be granted.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs lack either standing or capacity, or both, to bring some or all of the claims alleged in the Complaint.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs' conspiracy claims are barred by the absence of any specific intent, conscious agreement, or common design or purpose on the part of Philip Morris USA to join with other Defendants to injure Plaintiffs.

TWENTY-NINTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, because Philip Morris USA's advertisements for its cigarettes comply, and always have complied, with all applicable regulations of the Federal Trade Commission.

THIRTIETH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, because the alleged conduct of Philip Morris USA was undertaken in good faith for valid business purposes.

THIRTY-FIRST AFFIRMATIVE DEFENSE

Plaintiffs' claim for punitive damages cannot be sustained because an award of punitive damages under Nevada law by a jury that (1) is not provided constitutionally adequate standards



1 of sufficient clarity for determining the appropriate imposition of, and the appropriate size of, a
2 punitive damages award; (2) is not adequately instructed on the limits of punitive damages
3 imposed by the applicable principles of deterrence and punishment; (3) is not expressly
4 prohibited from awarding punitive damages, or determining the amount of an award of punitive
5 damages, in whole or in part on the basis of invidiously discriminatory characteristics, including
6 without limitation the residence, wealth, and corporate status of Philip Morris USA; (4) is
7 permitted to award punitive damages under a standard for determining liability for punitive
8 damages that is vague and arbitrary and does not define with sufficient clarity the conduct or
9 mental state that makes punitive damages permissible; (5) is not properly instructed regarding
10 Plaintiffs' burden of proof with respect to each and every element of a claim for punitive
11 damages; and (6) is not subject to trial court and appellate judicial review for reasonableness and
12 furtherance of legitimate purposes on the basis of constitutionally adequate and objective
13 standards, would violate Philip Morris USA's due process and equal protection rights guaranteed
14 by the Fifth and Fourteenth Amendments to the United States Constitution and applicable
15 provisions of the Nevada Constitution, and would be improper under the common law and public
16 policy of Nevada.

THIRTY-SECOND AFFIRMATIVE DEFENSE

18 Plaintiffs' claim for punitive damages cannot be sustained because Nevada law regarding
19 the standards for determining liability for and the amount of punitive damages fails to give Philip
20 Morris USA prior notice of the conduct for which punitive damages may be imposed and the
21 severity of the penalty that may be imposed and is void for vagueness in violation of Philip
22 Morris USA's due process rights guaranteed by the Fifth and Fourteenth Amendments to the
23 United States Constitution and applicable provisions of the Nevada Constitution, and would be
24 improper under the common law and public policy of the State of Nevada.

THIRTY-THIRD AFFIRMATIVE DEFENSE

26 Plaintiffs' claim for punitive damages against Philip Morris USA cannot be sustained,
27 because an award of punitive damages under Nevada law, subject to no predetermined limit,
28 such as a maximum multiple of compensatory damages, or a maximum amount on the amount of



punitive damages that may be imposed, would violate Philip Morris USA's due process rights guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution and applicable provisions of the Nevada Constitution; would violate Philip Morris USA's right not to be subjected to an excessive award in violation of the Eighth Amendment to the United States Constitution and applicable provisions of the Nevada Constitution; and would be improper under the common law and public policy of the State of Nevada.

THIRTY-FOURTH AFFIRMATIVE DEFENSE

Plaintiffs' claim for punitive damages against Philip Morris USA cannot be sustained, because an award of punitive damages in this case, combined with any prior, contemporaneous, or subsequent judgments against Philip Morris USA for punitive damages arising out of the design, development, manufacture, distribution, supply, marketing, sale, and/or use of Philip Morris USA's cigarettes, would constitute impermissible multiple punishments for the same wrong, in violation of Philip Morris USA's due process and equal protection rights guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution and applicable provisions of the Nevada Constitution, and would constitute double jeopardy in violation of the common law and statutory law of the State of Nevada.

THIRTY-FIFTH AFFIRMATIVE DEFENSE

Plaintiffs' claim for punitive damages against Philip Morris USA cannot be sustained, because any award of punitive damages under Nevada law without the apportionment of the award separately and severally between or among the alleged joint tortfeasors, as determined by the alleged percentage of the wrong committed by each alleged tortfeasor, would violate Philip Morris USA's due process and equal protection rights guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution and applicable provisions of the Nevada Constitution, and would be improper under the common law and public policy of the State of Nevada.

THIRTY-SIXTH AFFIRMATIVE DEFENSE

Plaintiffs' claim for punitive damages against Philip Morris USA cannot be sustained, because any award of punitive damages under Nevada law, which would be penal in nature,



1 without according Philip Morris USA the same protections that are accorded to all criminal
2 defendants, including the protection against unreasonable searches and seizures, self-
3 incrimination, and the right to confront adverse witnesses, a speedy trial, and the effective
4 assistance of counsel, would violate Philip Morris USA's rights guaranteed by the Fourth, Fifth,
5 and Sixth Amendments, as incorporated into the Fourteenth Amendment to the United States
6 Constitution, and applicable provisions of the Nevada Constitution, and would be improper
7 under the common law and public policy of the State of Nevada.

8 **THIRTY-SEVENTH AFFIRMATIVE DEFENSE**

9 Plaintiffs' claims against Philip Morris USA for punitive damages cannot be sustained
10 because any award of punitive damages under a process that fails to bifurcate the issue of
11 entitlement to punitive damages from the remaining issues would violate Philip Morris USA's
12 due process rights guaranteed by the Fifth and Fourteenth Amendments to the United States
13 Constitution and applicable provisions of the Nevada Constitution, and would be improper under
14 the common law, statutory law, and public policy of the Nevada.

15 **THIRTY-EIGHTH AFFIRMATIVE DEFENSE**

16 No punishment may be imposed for conduct that cannot form the basis for an underlying
17 claim for liability, including, but not limited to, conduct that occurred outside the applicable
18 statutes of limitation and repose. Imposition of punitive damages under such circumstances
19 would violate Philip Morris USA's procedural and substantive due process rights and equal
20 protection rights under the Fifth and Fourteenth Amendments to the United States Constitution
21 and Philip Morris USA's due process and equal protection rights under cognate provisions of the
22 Nevada Constitution, and would be improper under the common law and public policies of the
23 United States Constitution and the Nevada.

24 **THIRTY-NINTH AFFIRMATIVE DEFENSE**

25 Plaintiffs' claims, including for punitive damages, are barred, in whole or in part, by the
26 doctrines of *res judicata* and estoppel.

27 **FORTIETH AFFIRMATIVE DEFENSE**

28 Plaintiffs' claims against Philip Morris USA for punitive damages cannot be sustained



because recovery based on the asserted claims is barred under the law of the State of Nevada.

FORTY-FIRST AFFIRMATIVE DEFENSE

Plaintiffs' claims against Philip Morris USA for punitive damages cannot be sustained for more than three times the amount of compensatory damages because the exception to the cap contained in NRS 42.005(1)(a) for a "manufacturer, distributor or seller of a defective product" denies Philip Morris USA equal protection of the laws; discriminates against Philip Morris USA without a rational basis; and is designed to disproportionately target out of state defendants with higher punitive damage awards.

FORTY-SECOND AFFIRMATIVE DEFENSE

Any affirmative defenses pled by any other Defendant and not pled by Philip Morris USA are incorporated herein to the extent they do not conflict with Philip Morris USA's affirmative defenses.

FORTY-THIRD AFFIRMATIVE DEFENSE

Philip Morris USA hereby gives notice that it intends to rely upon any other defense that may become available or appear during the discovery proceedings in this case and hereby reserves its right to amend its Answer to assert any such defenses.

FORTY-FOURTH AFFIRMATIVE DEFENSE

Philip Morris USA intends to rely upon and reserves its right to assert other and related defenses, as may become available in the event of a determination that this action, or some part hereof, is governed by the substantive law of a state other than Nevada.

JURY DEMAND

Philip Morris USA hereby demands a trial by jury on all issues.

PRAYER FOR RELIEF

WHEREFORE, Philip Morris USA respectfully requests and prays as follows:

1. That Plaintiffs take nothing by their Complaint;
2. That this action be dismissed with prejudice as to Philip Morris USA;
3. That Philip Morris USA recover its costs of suit, including reasonable attorneys' fees; and



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4. For such other relief as the Court deems just and proper.
Dated this 27th day of July, 2020.

WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC

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CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of July, 2020, a true and correct copy of the foregoing **DEFENDANT PHILIP MORRIS USA INC.'S ANSWER TO PLAINTIFFS' AMENDED COMPLAINT** was electronically filed and served on counsel through the Court's electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, via the electronic mail addresses noted below, unless service by another method is stated or noted:

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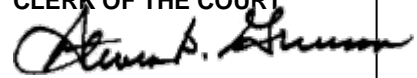
Attorneys for Defendant Liggett Group, LLC

/s/ Kelly L. Pierce

An employee of WEINBERG, WHEELER,
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EXHIBIT 9

EXHIBIT 9



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DISTRICT COURT

CLARK COUNTY, NEVADA

SANDRA CAMACHO, individually, and
ANTHONY CAMACHO, individually,

Plaintiffs,

vs.

PHILIP MORRIS USA, INC., a foreign
corporation; R.J. REYNOLDS TOBACCO
COMPANY, a foreign corporation, individually,
and as successor-by-merger to LORILLARD
TOBACCO COMPANY and as successor-in-
interest to the United States tobacco business of
BROWN & WILLIAMSON TOBACCO
CORPORATION, which is the successor-by-
merger to THE AMERICAN TOBACCO
COMPANY; LIGGETT GROUP, LLC., a foreign
limited liability company; and ASM
NATIONWIDE CORPORATION d/b/a
SILVERADO SMOKES & CIGARS, a domestic
corporation, and LV SINGHS INC. d/b/a
SMOKES & VAPORS, a domestic corporation;
and DOES I-X; and ROE BUSINESS ENTITIES
XI-XX, inclusive.

Defendants.

Case No. A-19-807650-C

Dept. No. IV

**LIGGETT GROUP LLC's ANSWER AND
AFFIRMATIVE DEFENSES TO
PLAINTIFFS' AMENDED COMPLAINT**

JURY TRIAL DEMANDED

Defendant Liggett Group LLC ("Liggett") hereby submits its Answer and Affirmative
Defenses to Plaintiffs Sandra Camacho and Anthony Camacho's ("Plaintiffs") Amended

1 Complaint (“Complaint”). Liggett hereby denies each and every allegation in the Complaint,
2 except those expressly admitted below.

3 **PRELIMINARY STATEMENT**

4 Plaintiffs’ Complaint improperly mixes factual averments with argumentative rhetoric
5 so as to make admissions or denials of such averments difficult or impossible. Further, many
6 of the allegations in the Complaint are overbroad, vague, or conclusory and include terms that
7 are undefined and that are susceptible to different meanings. Accordingly, by way of a general
8 response, all allegations are denied unless specifically admitted, and any factual averment
9 admitted is admitted only as to the specific facts and not as to any conclusions,
10 characterizations, implications, or speculations which are contained in the averment or in the
11 Complaint as a whole.

12
13 The Complaint also contains many purported quotations from numerous sources, some
14 identified, some not. Liggett, therefore, does not admit the authenticity of any documents from
15 which the alleged quotations were taken, and reserves the right to challenge the accuracy of the
16 quotations (either as quoted or in the context of material not quoted). Further, with reference to
17 all quotations, citations to documents, or any such averments which might be offered into
18 evidence, Liggett specifically reserves its right to object to the use of said averments or the
19 Complaint as a whole in evidence for any purpose.

20
21 In answering allegations consisting of quotations, an admission that the material quoted
22 was contained in a document or uttered by the person quoted shall not constitute an admission
23 that the substantive content of the quotation is or is not true. All such quotations appearing in
24 documents or testimony “speak for themselves” in the sense that the truth of the matters asserted
25 may only be judged in light of all relevant facts and circumstances. If Plaintiffs seek to rely on
26 such materials, Plaintiffs must specifically prove the truth of such materials subject to the right of
27 Liggett to object. Accordingly, to the extent that any such quoted materials are deemed
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1 allegations against Liggett, they are denied unless expressly admitted.

2 The allegations of the Complaint, including headings and sub-headings used therein, have
3 been inserted for reference purposes and should not be taken as any express or implied admission
4 of any specific allegation. To the extent they are deemed allegations, they are denied.

5 Except as expressly admitted herein, Liggett is without knowledge or information
6 sufficient to form a belief as to the truth of any of the allegations contained in the Complaint as
7 they pertain to the other defendants, and therefore, denies those allegations.

8
9 **JURISDICTION, VENUE, AND PARTIES**

10 1. To the extent the allegations contained in paragraph 1 purport to state legal
11 conclusions rather than factual allegations, no response is required. To the extent a response is
12 required, Liggett admits that this actions purports to seek damages in excess of \$15,000, but denies
13 Plaintiffs are entitled to any relief against Liggett whatsoever. Liggett also admits that it conducts
14 business in the State of Nevada, including Clark County. Liggett is without knowledge as to the
15 remaining allegations contained in paragraph 1 and therefore denies those allegations.

16 2. Liggett is without knowledge or information sufficient to form a belief as to the truth
17 of the allegations contained in paragraph 2 and therefore denies those allegations.

18 3. Liggett is without knowledge or information sufficient to form a belief as to the truth
19 of the allegations contained in paragraph 3 and therefore denies those allegations.

20 4. Liggett is without knowledge or information sufficient to form a belief as to the truth
21 of the allegations contained in paragraph 4 and therefore, denies those allegations.

22 5. Liggett is without knowledge or information sufficient to form a belief as to the truth
23 of the allegations contained in paragraph 5 and therefore, denies those allegations.

24 6. Liggett is without knowledge or information sufficient to form a belief as to the truth
25 of the allegations contained in paragraph 6 and therefore, denies those allegations.

26 7. Liggett states that it is unable to respond to the allegations contained in paragraph 7
27 because the phrase “all times relevant to this action” is not defined in the Complaint. Liggett denies
28 that it is a corporation. Liggett admits that it is a Delaware limited liability company, a LLC, with

1 its principal place of business in North Carolina and that it has been and is engaged in the business
2 of manufacturing cigarettes for distribution at the wholesale level, which may have resulted in
3 eventual retail sales of Liggett cigarettes in the State of Nevada. Liggett denies the remaining
4 allegations contained in paragraph 7.

5 8. Liggett admits that Tobacco Industry Research Committee was formed in or around
6 1954 and that it changed its name to the Council for Tobacco Research in 1964. Liggett denies the
7 remaining allegations contained in paragraph 8.

8 9. Liggett admits upon information and belief that The Tobacco Institute, Inc. was
9 formed in 1958. Liggett denies the remaining allegations contained in paragraph 9.

10 10. Liggett is without knowledge or information sufficient to form a belief as to the truth
11 of the allegations contained in paragraph 10 and therefore, denies those allegations.

12 11. Liggett is without knowledge or information sufficient to form a belief as to the truth
13 of the allegations contained in paragraph 11 and therefore, denies those allegations.

14 12. Liggett admits that it has been and is engaged in the business of manufacturing
15 cigarettes for distribution at the wholesale level, which may have resulted in eventual retail sales of
16 Liggett cigarettes in the State of Nevada. Liggett denies the remaining allegations contained in
17 paragraph 12.

18 13. Liggett is without knowledge or information sufficient to form a belief as to the truth
19 of the allegations contained in paragraph 13 and therefore, denies those allegations.

20 14. Liggett is without knowledge or information sufficient to form a belief as to the truth
21 of the allegations contained in paragraph 14 and therefore, denies those allegations.

22 15. Liggett denies the allegations contained in paragraph 15.

23 **FACTS COMMON TO ALL CLAIMS**

24 16. In response to paragraph 16, Liggett realleges its responses to the preceding
25 paragraphs.

26 17. Liggett is without knowledge or information sufficient to form a belief as to the truth
27 of the allegations contained in paragraph 17 and therefore denies those allegations.
28

1 18. Liggett is without knowledge or information sufficient to form a belief as to the truth
2 of the allegations contained in paragraph 18 and therefore denies those allegations.

3 19. Liggett is without knowledge or information sufficient to form a belief as to the truth
4 of the allegations contained in paragraph 19 and therefore denies those allegations.

5 20. Liggett is without knowledge or information sufficient to form a belief as to the truth
6 of the allegations contained in paragraph 20 and therefore denies those allegations.

7 21. Liggett is without knowledge or information sufficient to form a belief as to the truth
8 of the allegations contained in paragraph 21 and therefore denies those allegations.

9 22. Liggett denies the allegations contained in paragraph 22.

10 23. Liggett denies the allegations contained in paragraph 23.

11 24. Liggett denies the allegations contained in paragraph 24.

12 25. Liggett denies the allegations contained in paragraph 25.

13 26. Liggett denies the allegations contained in paragraph 26.

14 27. Liggett states that the allegations contained in paragraph 27 and subparts (a) through
15 (t) purport to selectively quote and/or reference portions of the verdict in *Engle v. R.J. Reynolds*
16 *Tobacco Company, et al.*, Case No. 94-08273, pending in the Eleventh Judicial Circuit in and for
17 Miami-Dade County, Florida. Liggett denies that the *Engle* verdict applies in this action. Liggett
18 admits that, as the United States Surgeon General and respected medical researchers have found,
19 cigarette smoking causes health problems, including, lung cancer, heart and vascular disease and
20 emphysema. Liggett further admits that cigarettes contain nicotine that is naturally occurring in
21 tobacco, and that, as the United States Surgeon General, the United States Food and Drug
22 Administration and respected medical researchers have found, nicotine is addictive. Regardless of
23 its addictive nature, cigarette smokers can reach and successfully carry out a decision to quit
24 smoking. Liggett denies the remaining allegations contained in paragraph 27 including its subparts.
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1 28. Liggett denies the allegations contained in paragraph 28.

2 **Historical Allegations of Defendants Unlawful Conduct**
3 **Giving Rise to the Lawsuit**

4 29. Liggett admits that cigarette smoking causes lung cancer. Liggett denies the
5 remaining allegations contained in paragraph 29.

6 30. Liggett is without knowledge or information sufficient to form a belief as to the truth
7 of the allegations contained in paragraph 30 and therefore denies those allegations.

8 31. Liggett denies the allegations contained in paragraph 31.

9 32. Liggett is without knowledge or information sufficient to form a belief as to the truth
10 of the allegations contained in paragraph 32 and therefore denies those allegations.

11 33. Liggett is without knowledge or information sufficient to form a belief as to the truth
12 of the allegations contained in paragraph 33 and therefore denies those allegations.

13 34. Liggett is without knowledge or information sufficient to form a belief as to the truth
14 of the allegations contained in paragraph 34 and therefore denies those allegations.

15 35. To the extent the allegations contained in paragraph 35 are deemed to be directed to
16 Liggett, they are denied. Liggett is otherwise without knowledge or information sufficient to form
17 a belief as to the truth of the allegations contained in paragraph 35 and therefore denies those
18 allegations.

19 36. To the extent Plaintiffs purport to characterize certain information appearing in LIFE
20 Magazine and Reader's Digest on December 21, 1953, any such information speaks for itself.
21 Liggett further admits that the mainstream media, including the publications referenced in
22 paragraph 36 reported on Drs. Wynder and Graham's findings. Liggett denies the allegations
23 contained in paragraph 36 to the extent that Plaintiffs mischaracterize the content of these
24 documents. Liggett is otherwise without knowledge or information sufficient to form a belief as to
25 the truth of the remaining allegations contained in paragraph 36 and therefore denies those
26 allegations.

27 37. Liggett denies the allegations contained in paragraph 37.

1 38. Liggett denies the allegations contained in paragraph 38, including the existence of
2 or its participation in a conspiracy.

3 39. Liggett admits that Paul M. Hahn sent telegrams in December 1953. Liggett denies
4 the remaining allegations contained in paragraph 39, including that Plaintiffs fairly or accurately
5 characterize that telegram.

6 40. Liggett admits that it did not attend a meeting at the Plaza Hotel on December 14,
7 1953. Liggett denies the allegations contained in paragraph 40 to the extent that Plaintiffs
8 mischaracterize the content of any documents purportedly describing that meeting. Liggett is
9 otherwise without knowledge or information sufficient to form a belief as to the truth of the
10 allegations contained in paragraph 40 and therefore denies those allegations.

11 41. Liggett denies the allegations contained in paragraph 41 to the extent that Plaintiffs
12 mischaracterize the document referenced in paragraph 41. Liggett is otherwise without knowledge
13 or information sufficient to form a belief as to the truth of the allegations contained in paragraph 41
14 and therefore denies those allegations.

15 42. Liggett denies the allegations contained in paragraph 42 to the extent that Plaintiffs
16 mischaracterize the documents referenced in paragraph 42. Liggett is otherwise without knowledge
17 or information sufficient to form a belief as to the truth of the allegations contained in paragraph 42
18 and therefore denies those allegations.

19 43. Liggett is without knowledge or information sufficient to form a belief as to the truth
20 of the allegations contained in paragraph 43 and therefore denies those allegations.

21 44. Liggett admits that "A Frank Statement to Cigarette Smokers" was published in
22 newspapers in the United States. Liggett is otherwise without knowledge or information sufficient
23 to form a belief as to the truth of the allegations contained in paragraph 44 and therefore denies
24 those allegations

25 45. Liggett denies the allegations contained in paragraph 45 to the extent that Plaintiffs
26 mischaracterize the documents referenced in paragraph 45. Liggett further states that the sponsors
27 of the Frank Statement are identified in that document and that document speaks for itself. Liggett
28

1 is otherwise without knowledge or information sufficient to form a belief as to the truth of the
2 allegations contained in paragraph 45 and therefore denies those allegations.

3 46. Liggett denies the allegations contained in paragraph 46.

4 47. Liggett denies the allegations contained in paragraph 47.

5 48. Liggett denies the allegations contained in paragraph 48.

6 49. Liggett denies the allegations contained in paragraph 49.

7 50. Liggett denies the allegations contained in paragraph 50.

8 51. Liggett admits that there was a dip in consumption of cigarettes following the
9 issuance of the 1964 Surgeon General's Report. To the extent Plaintiffs purport to characterize
10 certain information appearing in the United States Surgeon General report issued in 1964, any such
11 information speaks for itself. Liggett otherwise denies the allegations contained in paragraph 51.

12 52. Liggett admits that it cooperated with the United States Surgeon General. Liggett
13 denies the remaining allegations contained in paragraph 52.

14 53. Liggett denies the allegations contained in paragraph 53, including to the extent that
15 Plaintiffs mischaracterize the documents referenced in paragraph 53.

16 54. Liggett denies the allegations contained in paragraph 54, including to the extent that
17 Plaintiffs mischaracterize the documents referenced in paragraph 54.

18 55. Liggett denies the allegations contained in paragraph 55.

19 56. Liggett denies the allegations contained in paragraph 56.

20 57. To the extent Plaintiffs purport to characterize "labels" mandated by the United
21 States Congress in 1966, any such warnings speak for themselves. Liggett otherwise denies the
22 allegations contained in paragraph 57.

23 58. Liggett denies the allegations contained in paragraph 58.

24 59. Liggett admits that it has at various times introduced filtered cigarette brands.
25 Liggett denies the remaining allegations contained in paragraph 59.

26 60. Liggett denies the allegations contained in paragraph 60, including to the extent
27 Plaintiffs mischaracterize the documents referenced in paragraph 60.

1 61. Liggett admits that it has at times marketed its products to adult smokers and has
2 advertised and/or promoted its products by legally permissible means. Liggett denies the remaining
3 allegations contained in paragraph 61.

4 62. Liggett is without knowledge or information sufficient to form a belief as to the truth
5 of the allegations contained in paragraph 62 and therefore denies those allegations.

6 63. Liggett is without knowledge or information sufficient to form a belief as to the truth
7 of the allegations contained in paragraph 63 and therefore denies those allegations.

8 64. Liggett denies the allegations contained in paragraph 64, including to the extent
9 Plaintiffs mischaracterize the documents referenced in paragraph 64.

10 65. Liggett denies the allegations contained in paragraph 65.

11 66. Liggett admits that it has at times marketed its products to adult smokers and has
12 advertised and/or promoted its products by legally permissible means. Liggett is otherwise without
13 knowledge or information sufficient to form a belief as to the truth of the allegations contained in
14 paragraph 66 and therefore denies those allegations.

15 67. Liggett admits that it has at times marketed its products to adult smokers and has
16 advertised and/or promoted its products by legally permissible means. Liggett is otherwise without
17 knowledge or information sufficient to form a belief as to the truth of the allegations contained in
18 paragraph 67 and therefore denies those allegations.

19 68. Liggett denies the allegations contained in paragraph 68, including the existence of
20 or its participation in an alleged conspiracy and to the extent Plaintiffs mischaracterize the
21 documents referenced in paragraph 68.

22 69. To the extent Plaintiffs purport to characterize “labels” mandated by the United
23 States Congress in 1985, any such warnings speak for themselves. Liggett otherwise denies the
24 allegations contained in paragraph 69.

25 70. Liggett denies the allegations contained in paragraph 70.

26 71. Liggett admits that the Surgeon General issued a report on smoking and health in
27 1988. Liggett states that the report speaks for itself and denies Plaintiffs’ mischaracterization of
28 the report. Liggett denies the remaining allegations contained in paragraph 71.

1 72. Liggett denies the allegations contained in paragraph 72.

2 73. Liggett denies the allegations contained in paragraph 73.

3 74. Liggett admits that Mr. Edward Horrigan testified before a Congressional
4 subcommittee in April 1994. The testimony referenced in paragraph 74 speaks for itself. Liggett
5 denies Plaintiffs' characterization of the referenced testimony. Liggett denies the remaining
6 allegations in paragraph 74.

7 75. Liggett denies the allegations contained in paragraph 75.

8 76. Liggett denies the allegations contained in paragraph 76, including the existence of
9 or its participation in a conspiracy.

10 77. Liggett admits that in 1997, in addition to the warning mandated by the United States
11 Congress, it voluntarily placed a warning label on its cigarette pack, cartons and point of sale
12 materials that "Smoking is Addictive." That voluntary warning remains on Liggett's products to
13 this day. Liggett further states that on or about January 12, 1999, Philip Morris USA, Inc. ("Philip
14 Morris USA") entered into an agreement whereby, Philip Morris USA purchased the L&M,
15 Chesterfield, and Lark cigarette trademarks, trade names, trade dress, service marks, registration,
16 and registration applications in the United States. Liggett states on information and belief that after
17 Philip Morris USA purchased the L&M, Chesterfield, and Lark cigarette trademarks, trade names,
18 trade dress, service marks, registration, and registration applications from Liggett, the phrase
19 "Smoking is Addictive" was not placed on the packages of the cigarettes Philip Morris USA sold
20 to its direct customers under those trademarks. Liggett is otherwise without knowledge or
21 information sufficient to form a belief as to the truth of the remaining allegations contained in
22 paragraph 77 and therefore denies those allegations.

23 78. Liggett denies the allegations contained in paragraph 78.

24 79. Liggett states that in accordance with the Family Smoking Prevention and Tobacco
25 Control Act, it has not used descriptors such as "light," "low," "mild" on its cigarettes since in or
26 about July 2010. Liggett otherwise denies the allegations contained in paragraph 79.

27 80. Liggett denies the allegations contained in paragraph 80.

28 81. Liggett denies the allegations contained in paragraph 81.

1 82. Liggett admits that cigarettes contain nicotine that is naturally occurring in tobacco
2 and that, as the United States Surgeon General, the United States Food and Drug Administration
3 and respected medical researcher have found, nicotine is addictive. Liggett further admits that
4 cigarette smoking causes health problems, including, lung cancer, heart and vascular disease and
5 emphysema. Liggett otherwise denies the allegations contained in paragraph 82.

6 83. Liggett denies the allegations contained in paragraph 83.

7 84. Liggett denies the allegations contained in paragraph 84.

8 85. Liggett denies the allegations contained in paragraph 85, including the existence of
9 or its participation in a conspiracy.

10 86. Liggett denies the allegations contained in paragraph 86, including the existence of
11 or its participation in a conspiracy.

12 87. Liggett denies the allegations contained in paragraph 87, including the existence of
13 or its participation in a conspiracy.

14 **FIRST CLAIM FOR RELIEF**

15 **(NEGLIGENCE)**

16 **Sandra Camacho Against Defendant Philip Morris and Liggett**

17 88. In response to the allegations contained in paragraph 88, Liggett realleges its
18 responses to paragraphs 1 through 87.

19 89. To the extent the allegations contained in paragraph 89 state legal conclusions rather
20 than factual allegations, no response is required. To the extent a response is deemed required,
21 Liggett denies the allegations contained in paragraph 89.

22 90. Liggett denies the allegations contained in paragraph 90.

23 91. Liggett denies the allegations contained in paragraph 91.

24 92. Liggett denies the allegations contained in paragraph 92.

25 93. Liggett denies the allegations contained in paragraph 93.

26 94. Liggett denies the allegations contained in paragraph 94.

27 95. Liggett denies the allegations contained in paragraph 95.

28 96. Liggett denies the allegations contained in paragraph 96.

1 97. Liggett denies the allegations contained in paragraph 97.

2 98. Liggett denies the allegations contained in paragraph 98.

3 99. To the extent the allegations contained in paragraph 99 purport to state legal
4 conclusions rather than factual allegations, no response is required. To the extent a response is
5 required, Liggett admits that this actions purports to seek damages in excess of \$15,000, but denies
6 Plaintiffs are entitled to any relief against Liggett whatsoever. Liggett denies the remaining
7 allegations in paragraph 99.

8 100. To the extent the allegations contained in paragraph 100 purport to state legal
9 conclusions rather than factual allegations, no response is required. To the extent a response is
10 required, Liggett admits that this actions purports to seek damages in excess of \$15,000, but denies
11 Plaintiffs are entitled to any relief against Liggett whatsoever. Liggett denies the remaining
12 allegations in paragraph 100.

13 101. To the extent the allegations contained in paragraph 101 purport to state legal
14 conclusions rather than factual allegations, no response is required. To the extent a response is
15 required, Liggett admits that this actions purports to seek damages in excess of \$15,000, but denies
16 Plaintiffs are entitled to any relief against Liggett whatsoever. Liggett denies the remaining
17 allegations in paragraph 101.

18 102. To the extent the allegations contained in paragraph 102 purport to state legal
19 conclusions rather than factual allegations, no response is required. To the extent a response is
20 required, Liggett admits that this actions purports to seek damages in excess of \$15,000, but denies
21 Plaintiffs are entitled to any relief against Liggett whatsoever. Liggett denies the remaining
22 allegations in paragraph 102.

23 103. Liggett denies the allegations contained in paragraph 103.

24 104. Liggett denies the allegations contained in paragraph 104.

25 105. Liggett denies the allegations contained in paragraph 105.

26 106. Liggett denies the allegations contained in paragraph 106.

27 107. Liggett denies the allegations contained in paragraph 107.

28

SECOND CLAIM FOR RELIEF

(GROSS NEGLIGENCE)

Sandra Camacho Against Defendant Philip Morris and Liggett

108-126. The allegations contained in paragraphs 108 through 126 do not require a response because the court granted defendants motion to dismiss as to Plaintiffs' gross negligence claim. *See* 7/7/2020 Order Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group, LLC, and ASM Nationwide Corporation's Motion to Dismiss Plaintiff's Amended Complaint under NRCP 12(b)(5). To the extent a response is required, Liggett denies the allegations contained in paragraphs 108 through 126, including, without limitation, that Plaintiffs are entitled to any relief whatsoever against Liggett.

THIRD CLAIM FOR RELIEF

(STRICT PRODUCTS LIABILITY)

Sandra Camacho Against Defendant Philip Morris and Liggett

127. In response to the allegations contained in paragraph 127, Liggett realleges its responses to paragraphs 1 through 87.

128. Liggett states that it is unable to respond to the allegations contained in paragraph 128 because the phrase "all times relevant to this action" is not defined in the Complaint. Liggett admits that it has been and is engaged in the business of manufacturing cigarettes for distribution at the wholesale level, which may have resulted in eventual retail sales of Liggett cigarettes to customers of legal age throughout the United States. Liggett denies the remaining allegations contained in paragraph 128, Liggett denies the allegations contained in paragraph 128.

129. Liggett denies the allegations contained in paragraph 129.

130. Liggett denies the allegations contained in paragraph 130.

131. Liggett denies the allegations contained in paragraph 131.

132. Liggett denies the allegations contained in paragraph 132.

133. Liggett denies the allegations contained in paragraph 133.

134. Liggett denies the allegations contained in paragraph 134.

135. Liggett denies the allegations contained in paragraph 135.

1 136. Liggett denies the allegations contained in paragraph 136.

2 137. Liggett denies the remaining allegations in paragraph 137.

3 138. Liggett denies the remaining allegations in paragraph 138.

4 139. To the extent the allegations contained in paragraph 139 purport to state legal
5 conclusions rather than factual allegations, no response is required. To the extent a response is
6 required, Liggett admits that this actions purports to seek damages in excess of \$15,000, but denies
7 Plaintiffs are entitled to any relief against Liggett whatsoever. Liggett denies the remaining
8 allegations in paragraph 139.

9 140. To the extent the allegations contained in paragraph 140 purport to state legal
10 conclusions rather than factual allegations, no response is required. To the extent a response is
11 required, Liggett admits that this actions purports to seek damages in excess of \$15,000, but denies
12 Plaintiffs are entitled to any relief against Liggett whatsoever. Liggett denies the remaining
13 allegations in paragraph 140.

14 141. To the extent the allegations contained in paragraph 141 purport to state legal
15 conclusions rather than factual allegations, no response is required. To the extent a response is
16 required, Liggett admits that this actions purports to seek damages in excess of \$15,000, but denies
17 Plaintiffs are entitled to any relief against Liggett whatsoever. Liggett denies the remaining
18 allegations in paragraph 141.

19 142. To the extent the allegations contained in paragraph 142 purport to state legal
20 conclusions rather than factual allegations, no response is required. To the extent a response is
21 required, Liggett admits that this actions purports to seek damages in excess of \$15,000, but denies
22 Plaintiffs are entitled to any relief against Liggett whatsoever. Liggett denies the remaining
23 allegations in paragraph 142.

24 143. Liggett denies the allegations contained in paragraph 143.

25 144. Liggett denies the allegations contained in paragraph 144.

26 145. Liggett denies the allegations contained in paragraph 145.

27 146. Liggett denies the allegations contained in paragraph 146.

28 147. Liggett denies the allegations contained in paragraph 147.

FOURTH CLAIM FOR RELIEF

(FRAUDULENT MISREPRESENTATION)

Sandra Camacho Against Defendant Philip Morris and Liggett

148. In response to the allegations contained in paragraph 148, Liggett realleges its responses to paragraphs 1 through 87 and 127 through 147.

149. Liggett denies the allegations contained in paragraph 149.

150. Liggett denies the allegations contained in paragraph 150.

151. Liggett denies the allegations contained in paragraph 151.

152. Liggett denies the allegations contained in paragraph 152.

153. Liggett denies the allegations contained in paragraph 153.

154. Liggett denies the allegations contained in paragraph 154.

155. Liggett denies the allegations contained in paragraph 155.

156. Liggett denies the allegations contained in paragraph 156.

157. Liggett denies the allegations contained in paragraph 157.

158. To the extent the allegations contained in paragraph 158 purport to state legal conclusions rather than factual allegations, no response is required. To the extent a response is required, Liggett admits that this actions purports to seek damages in excess of \$15,000, but denies Plaintiffs are entitled to any relief against Liggett whatsoever. Liggett denies the remaining allegations in paragraph 158.

159. To the extent the allegations contained in paragraph 159 purport to state legal conclusions rather than factual allegations, no response is required. To the extent a response is required, Liggett admits that this actions purports to seek damages in excess of \$15,000, but denies Plaintiffs are entitled to any relief against Liggett whatsoever. Liggett denies the remaining allegations in paragraph 159.

160. To the extent the allegations contained in paragraph 160 purport to state legal conclusions rather than factual allegations, no response is required. To the extent a response is required, Liggett admits that this actions purports to seek damages in excess of \$15,000, but denies

1 Plaintiffs are entitled to any relief against Liggett whatsoever. Liggett denies the remaining
2 allegations in paragraph 160.

3 161. To the extent the allegations contained in paragraph 161 purport to state legal
4 conclusions rather than factual allegations, no response is required. To the extent a response is
5 required, Liggett admits that this actions purports to seek damages in excess of \$15,000, but denies
6 Plaintiffs are entitled to any relief against Liggett whatsoever. Liggett denies the remaining
7 allegations in paragraph 161.

8 162. Liggett denies the allegations contained in paragraph 162.

9 163. Liggett denies the allegations contained in paragraph 163.

10 164. Liggett denies the allegations contained in paragraph 164.

11 165. Liggett denies the allegations contained in paragraph 165.

12 166. Liggett denies the allegations contained in paragraph 166.

13 **FIFTH CLAIM FOR RELIEF**

14 **(FRAUDULENT CONCEALMENT)**

15 **Sandra Camacho Against Defendant Philip Morris and Liggett**

16 176. In response to the allegations contained in paragraph 176¹, Liggett realleges its
17 responses to paragraphs 1 through 87 and 148 through 166.

18 177. Liggett denies the allegations contained in paragraph 177.

19 178. Liggett denies the allegations contained in paragraph 178.

20 179. Liggett denies the allegations contained in paragraph 179.

21 180. Liggett denies the allegations contained in paragraph 180.

22 181. Liggett denies the allegations contained in paragraph 181.

23 182. Liggett denies the allegations contained in paragraph 182.

24 183. To the extent the allegations contained in paragraph 183 purport to state legal
25 conclusions rather than factual allegations, no response is required. To the extent a response is
26 required, Liggett admits that this actions purports to seek damages in excess of \$15,000, but denies
27

28 ¹ From this point to the end of plaintiff's Complaint, the allegations are misnumbered. To avoid confusion Liggett responds to the allegations as numbered in the Complaint.

1 Plaintiffs are entitled to any relief against Liggett whatsoever. Liggett denies the remaining
2 allegations in paragraph 183.

3 184. To the extent the allegations contained in paragraph 184 purport to state legal
4 conclusions rather than factual allegations, no response is required. To the extent a response is
5 required, Liggett admits that this actions purports to seek damages in excess of \$15,000, but denies
6 Plaintiffs are entitled to any relief against Liggett whatsoever. Liggett denies the remaining
7 allegations in paragraph 184.

8 185. To the extent the allegations contained in paragraph 185 purport to state legal
9 conclusions rather than factual allegations, no response is required. To the extent a response is
10 required, Liggett admits that this actions purports to seek damages in excess of \$15,000, but denies
11 Plaintiffs are entitled to any relief against Liggett whatsoever. Liggett denies the remaining
12 allegations in paragraph 185.

13 186. To the extent the allegations contained in paragraph 186 purport to state legal
14 conclusions rather than factual allegations, no response is required. To the extent a response is
15 required, Liggett admits that this actions purports to seek damages in excess of \$15,000, but denies
16 Plaintiffs are entitled to any relief against Liggett whatsoever. Liggett denies the remaining
17 allegations in paragraph 186.

18 187. Liggett denies the allegations contained in paragraph 187.

19 188. Liggett denies the allegations contained in paragraph 188.

20 189. Liggett denies the allegations contained in paragraph 189.

21 190. Liggett denies the allegations contained in paragraph 190.

22 191. Liggett denies the allegations contained in paragraph 191.

23 **SIXTH CLAIM FOR RELIEF**

24 **(CIVIL CONSPIRACY)**

25 **Sandra Camacho Against Defendants Philip Morris; R.J. Reynolds and Liggett**

26 192. In response to the allegations contained in paragraph 192, Liggett realleges its
27 responses to paragraphs 1 through 87, and paragraphs 176 through 191.
28

1 193. Liggett denies the allegations contained in paragraph 193 and its subparts (a)
2 through (c), including the existence of or its participation in a conspiracy.

3 194. Liggett denies the allegations contained in paragraph 194 and its subparts (a) through
4 (g), including the existence of or its participation in a conspiracy.

5 195. Liggett denies the allegations contained in paragraph 195, including the existence of
6 or its participation in a conspiracy.

7 196. Liggett denies the allegations contained in paragraph 196, including the existence of
8 or its participation in a conspiracy.

9 197. Liggett denies the allegations contained in paragraph 197, including the existence of
10 or its participation in a conspiracy.

11 198. Liggett denies the allegations contained in paragraph 198, including the existence of
12 or its participation in a conspiracy.

13 199. Liggett denies the allegations contained in paragraph 199, including the existence of
14 or its participation in a conspiracy.

15 200. Liggett denies the allegations contained in paragraph 200, including the existence of
16 or its participation in a conspiracy.

17 201. Liggett denies the allegations contained in paragraph 201, including the existence of
18 or its participation in a conspiracy.

19 202. Liggett denies the allegations contained in paragraph 202.

20 203. Liggett denies the allegations contained in paragraph 203.

21 204. Liggett denies the allegations contained in paragraph 204.

22 205. Liggett denies the allegations contained in paragraph 205.

23 **SEVENTH CLAIM FOR RELIEF**

24 **(VIOLATION OF DECEPTIVE TRADE PRACTICES ACT- NRS 598.0903)**

25 **Sandra Camacho Against Defendants R.J. Reynolds; Philip Morris; and Liggett**

26 206. In response to the allegations contained in paragraph 206, Liggett realleges its
27 responses to paragraphs 1 through 87, and paragraphs 192 through 205.
28

1 207. To the extent the allegations contained in paragraph 207 state legal conclusions
2 rather than factual allegations, no response is required. To the extent a response is deemed required,
3 Liggett denies the allegations contained in paragraph 207.

4 208. To the extent the allegations contained in paragraph 208 state legal conclusions
5 rather than factual allegations, no response is required. To the extent a response is deemed required,
6 Liggett denies the allegations contained in paragraph 208.

7 209. To the extent the allegations contained in paragraph 209 state legal conclusions
8 rather than factual allegations, no response is required. To the extent a response is deemed required,
9 Liggett denies the allegations contained in paragraph 209.

10 210. To the extent the allegations contained in paragraph 210 state legal conclusions
11 rather than factual allegations, no response is required. To the extent a response is deemed required,
12 Liggett denies the allegations contained in paragraph 210.

13 211. Liggett denies the allegations contained in paragraph 211.

14 212. Liggett denies the allegations contained in paragraph 212 and its subparts (a) through
15 (p).

16 213. Liggett denies the allegations contained in paragraph 213.

17 214. Liggett denies the allegations contained in paragraph 214.

18 215. Liggett denies the allegations contained in paragraph 215.

19 216. Liggett denies the allegations contained in paragraph 216.

20 217. Liggett denies the allegations contained in paragraph 217.

21 218. Liggett denies the allegations contained in paragraph 218.

22 219. Liggett denies the allegations contained in paragraph 219.

23 220. Liggett denies the allegations contained in paragraph 220.

24 221. Liggett denies the allegations contained in paragraph 221.

EIGHTH CLAIM FOR RELIEF

(STRICT PRODUCT LIABILITY)

**Sandra Camacho Against Defendant, ASM Nationwide Corporation d/b/a Silverado
Smokers & Cigars and LV Singh Inc. d/b/a Smokes & Vapors**

222-238. The allegations contained in paragraphs 222 through 238 do not require a response because they are not directed to, and do not seek relief from Liggett. To the extent a response is required, Liggett denies the allegations contained in paragraphs 233 through 238.

Liggett denies the allegations contained in the unnumbered *ad damnum* clause following paragraph 238, including, without limitation, that Plaintiffs are entitled to any relief against Liggett whatsoever.

AFFIRMATIVE DEFENSES

Liggett asserts the following defenses to the Complaint. Liggett does not admit or acknowledge that it bears the burden of proof and/or burden of persuasion with respect to any such defenses. All of the following defenses are pleaded in the alternative and none constitutes an admission that Liggett is liable to Plaintiffs, that Plaintiffs have been or will be injured or damaged in any way, or that Plaintiffs are entitled to any relief whatsoever. In enumerating any defense as an affirmative defense, Liggett does not concede that the defense or any similar defense must be pleaded affirmatively. *Clark Cty. Sch. Dist. v. Richardson Constr., Inc.*, 123 Nev. 382, 394–95 & n.25, 168 P.3d 87, 95 & n.25 (2007). Liggett reserves the right to (i) rely upon any other applicable defenses set forth in any answer or listing of affirmative defenses of any other defendant in this action, (ii) rely upon any other defenses that may become apparent during fact or expert discovery in this matter, and (iii) amend this document and/or its answer to assert any such defenses.

FIRST DEFENSE

The Complaint and the causes of action or counts alleged therein fail to state facts sufficient to constitute a claim upon which relief may be granted against Liggett as set forth in detail in Liggett's Joinder in a Notice of Adoption of R.J. Reynolds' Tobacco Company's Motion to Dismiss.

SECOND DEFENSE

The Complaint and all alleged claims contained therein are barred, in whole or in part, by the applicable statutes of limitations or statutes of repose.

THIRD DEFENSE

The claims asserted by Plaintiffs as against Liggett are barred, in whole or in part, by operation of the *Noerr-Pennington* Doctrine, to the extent that Plaintiffs' claims are premised, in whole or in part, on alleged statements or conduct in judicial, legislative, or administrative proceedings, of any kind or at any level of government as alleged in paragraphs 73, 85, 154(k) and 203(p) of the Complaint.

FOURTH DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the operation of the Supremacy Clause of the United States Constitution, art. VI, § 2, the Federal Cigarette Labeling and Advertising Act, as amended, 15 U.S.C. § 1331, *et seq.*, and the Federal Trade Commission's policies and regulations regarding the cigarette industry. Specifically, under the doctrine of conflict preemption, because Congress has specifically foreclosed the removal of tobacco products from the market, any claims of liability based on Liggett's manufacture, marketing and sale of cigarettes are preempted. *See Cipollone v. Liggett Group, Inc.*, 505 U.S. 504 (1992).

FIFTH DEFENSE

Plaintiffs' claims are barred, in whole or in part, because they violate Liggett's rights under the First Amendment to the United States Constitution and the cognate provisions of the Nevada Constitution, which protect the rights to freedom of speech, to petition the government, and to freedom of association.

SIXTH DEFENSE

Plaintiffs' claims against Liggett are barred, in whole or in part, because any cigarettes manufactured and sold by Liggett or its predecessors at all material times conformed to available technological, medical, scientific and industrial state-of-the-art, and comply and have complied with all applicable governmental regulations.

SEVENTH DEFENSE

Plaintiffs' claims are barred, in whole or in part, because they do not satisfy the standard under the Restatement (Second) of Torts: Products Liability § 402A and comments thereto and/or the Restatement (Third) of Torts: Products Liability §§ 2 and 4 and comments thereto.

EIGHTH DEFENSE

Liggett avers that it did not know, and in light of the existing, reasonably available scientific and technological knowledge, could not have known, of (1) the design characteristics, if any, that allegedly caused the injuries and damages complained of herein or the alleged danger of such characteristics, or (2) any alternative design referred to by Plaintiffs. Liggett further avers that any alternative design was not feasible, either scientifically or technologically, or economically practical.

NINTH DEFENSE

While denying at all times that any cigarettes manufactured by Liggett caused or contributed to the injuries and damages alleged in Plaintiffs' Complaint, Liggett avers that Plaintiffs were warned or otherwise made aware of the alleged dangers of cigarette smoking and further, that any such dangers, to the extent they existed, were not beyond those which would have been contemplated by an ordinary consumer of cigarettes. Plaintiffs, therefore, are barred from any recovery on the claims asserted.

TENTH DEFENSE

If any defects existed with respect to the cigarettes smoked by Sandra Camacho, as alleged in Plaintiffs' Complaint, any such defects were open and obvious. Accordingly, Plaintiffs cannot recover against Liggett.

ELEVENTH DEFENSE

Any claim or cause of action that Plaintiffs may have had against Liggett is barred, in whole or in part, by the doctrines of waiver, estoppel and laches.

TWELFTH DEFENSE

Any injury or damage alleged by Plaintiffs was caused by pre-existing, intervening or superseding events, factors, occurrences or conditions which were not caused by Liggett and for

1 which Liggett is not responsible or liable.

2 **THIRTEENTH DEFENSE**

3 Liggett is entitled to a set-off, should any damages be awarded against it, in the amount of
4 damages or settlement amounts recovered by Plaintiffs with respect to the same alleged injuries.
5 Further, Plaintiffs have no right to recover, or a verdict should be reduced by, the value of any
6 benefits received by Plaintiffs from any collateral source.

7 **FOURTEENTH DEFENSE**

8 Plaintiffs' claims against Liggett, if any, are barred in whole or in part, by Plaintiffs'
9 failure to mitigate any injuries and damages allegedly sustained.

10 **FIFTEENTH DEFENSE**

11 While Liggett denies that Plaintiffs are entitled to any recovery whatsoever for the claims
12 asserted in the Complaint, Plaintiffs' recovery, if any, must be reduced by the doctrine of
13 comparative fault, because the negligence or fault of Plaintiffs proximately caused or contributed
14 to Plaintiffs' alleged injuries and damages, which bars or reduces Plaintiffs' recovery herein,

15 **SIXTEENTH DEFENSE**

16 Plaintiffs' claims are barred or their damages are limited in whole or in part by the doctrine
17 of assumption of risk, because Sandra Camacho was aware of and appreciated the alleged
18 unreasonable dangers of smoking and nevertheless proceeded to do so.

19 **SEVENTEENTH DEFENSE**

20 If Plaintiffs were injured and damaged, which injuries and damages are denied, such
21 alleged injuries and damages were caused solely by the acts, wrongs, or omissions of Plaintiffs; by
22 pre-existing conditions, or by forces and/or things over which Liggett had no control and for
23 which Liggett is not responsible and not liable.

24 **EIGHTEENTH DEFENSE**

25 Venue is not properly placed in this court. Alternatively, the doctrine of forum *non*
26 *conveniens* applies to the Plaintiffs' claims, thereby warranting dismissal of Plaintiffs' claims or
27 transfer to a convenient forum.

NINETEENTH DEFENSE

Plaintiffs' fraudulent misrepresentation, fraudulent concealment, conspiracy to commit fraudulent misrepresentation and conspiracy to commit fraudulent concealment claims are barred because Plaintiffs have failed to plead these claims with particularity, as required by the applicable rules of civil procedure, and as such, those claims must be dismissed for failure to state a cause of action upon which relief may be granted.

TWENTIETH DEFENSE

Plaintiffs' claims for conspiracy to commit fraudulent concealment must fail because of the absence of a special or fiduciary relationship between Liggett and Plaintiffs which would give rise to a duty to disclose any information or facts that it did not in fact disclose to Plaintiffs.

TWENTY-FIRST DEFENSE

Plaintiffs lack standing to bring some or all of the claims set forth in the Complaint.

TWENTY-SECOND DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrines of *res judicata*, estoppel and by executed releases of the State of Nevada and to the extent that any entity acting either on its own, on Plaintiffs' behalf, or in a *parens patriae* capacity on behalf of the citizens of the State of Nevada, have realized, written off, discounted, written down, settled, and/or entered into an accord and satisfaction or otherwise compromised Plaintiffs' claims.

TWENTY-THIRD DEFENSE

The law of the State of Nevada and the Due Process Clause of the Fourteenth Amendment to the United States Constitution forbid punishing Liggett for lawfully selling a legal product.

TWENTY-FOURTH DEFENSE

Plaintiffs' claims are barred, in whole or in part, because the alleged conduct of Liggett was undertaken in good faith for valid business purposes.

TWENTY-FIFTH DEFENSE

Plaintiffs' claims are barred, in whole or in part, because Liggett's advertisements for its cigarettes comply, and always have complied, with all applicable regulations of the Federal Trade Commission and all other applicable law.

TWENTY-SIXTH DEFENSE

The Complaint fails to state facts sufficient to entitle Plaintiffs to an award of punitive damages.

TWENTY-SEVENTH DEFENSE

Plaintiffs' claims against Liggett for punitive damages cannot be sustained because any award of punitive damages under a process that fails to bifurcate the issue of punitive damages from the remaining issues would violate Liggett's due process rights guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution and applicable provisions of the Nevada Constitution, and would be improper under the common law, statutory law, and public policy of the Nevada.

TWENTY-EIGHTH DEFENSE

Plaintiffs' claims, including claims for punitive damages, are preempted and barred, in whole or in part, by the operation of the Supremacy Clause of the United States Constitution, art. VI, § 2, the Federal Cigarette Labeling and Advertising Act, as amended, 15 U.S.C. § 1331, et seq., and the Federal Trade Commission's policies and regulations regarding the cigarette industry. Specifically, under the doctrine of conflict preemption, because Congress has specifically foreclosed the removal of tobacco products from the market, any claims of liability based on Liggett's manufacture, marketing and sale of cigarettes are preempted.

TWENTY-NINTH DEFENSE

Plaintiffs' claims for punitive damages are barred by due process under the Federal and State Constitutions to the extent Plaintiffs seek to impose punishment for harm allegedly caused to non-parties.

THIRTIETH DEFENSE

Plaintiffs' claims for punitive damages are barred to the extent that they are based upon conduct unrelated to Plaintiffs' alleged harm.

THIRTY-FIRST DEFENSE

Plaintiffs' claims for punitive or exemplary damages or other civil penalties are barred or reduced by applicable law or statute or, in the alternative, are unconstitutional insofar as they

1 violate the due process protections afforded by the United States Constitution, the excessive fines
2 clause of the Eighth Amendment of the United States Constitution, the Full Faith and Credit
3 Clause of the United States Constitution, and applicable provisions of the Constitution of this State
4 or that of any other state whose laws may apply. Any law, statute or other authority purporting to
5 permit the recovery of punitive damages or civil penalties in this case is unconstitutional, facially
6 and as applied, to the extent that, without limitation, it: (1) lacks constitutionally sufficient
7 standards to guide and restrain the jury's discretion in determining whether to award punitive
8 damages or civil penalties and/or the amount, if any; (2) is void for vagueness in that it fails to
9 provide adequate advance notice as to what conduct will result in punitive damages or civil
10 penalties; (3) unconstitutionally may permit recovery of punitive damages or civil penalties based
11 on harms to third parties, out-of-state conduct, conduct that complied with applicable law, or
12 conduct that was not directed, or did not proximately cause harm, to plaintiff; (4)
13 unconstitutionally may permit recovery of punitive damages or civil penalties in an amount that is
14 not both reasonable and proportionate to the amount of harm, if any, to plaintiff and to the amount
15 of compensatory damages, if any; (5) unconstitutionally may permit jury consideration of net
16 worth or other financial information relating to Liggett; (6) lacks constitutionally sufficient
17 standards to be applied by the trial court in post-verdict review of any award of punitive damages
18 or civil penalties; (7) lacks constitutionally sufficient standards for appellate review of any award
19 of punitive damages or civil penalties; (8) would unconstitutionally impose a penalty, criminal in
20 nature, without according to Liggett the same procedural protections that are accorded to criminal
21 defendants under the constitutions of the United States, this State, and any other state whose laws
22 may apply; and (9) otherwise fails to satisfy Supreme Court precedent, including, without
23 limitation, *Pacific Mut. Life Ins. Co. v. Haslip*, 499 U.S. 1 (1991); *TXO Prod. Corp. v. Alliance*
24 *Res., Inc.*, 509 U.S. 443 (1993); *BMW of N. Am. v. Gore*, 517 U.S. 559 (1996); *State Farm Ins. Co.*
25 *v. Campbell*, 538 U.S. 408 (2003); and *Philip Morris USA v. Williams*, 549 U.S. 346 (2007).

THIRTY-SECOND DEFENSE

27 All cigarettes manufactured to be sold in the United States since 1966, and every United
28 States cigarette advertisement since 1972, carried warnings that adequately informed Plaintiffs of

1 the health risks of smoking cigarettes. Such acts eliminated the elements of willfulness and
2 reckless disregard necessary to support an award of punitive damages.

3 **THIRTY-THIRD DEFENSE**

4 Plaintiffs' claims for punitive damages are barred to the extent that they are based upon
5 conduct occurring outside the State of Nevada.

6 **THIRTY-FOURTH DEFENSE**

7 Plaintiffs' claims for punitive damages against Liggett cannot be sustained because an award
8 of punitive damages under Nevada law would violate Liggett's procedural and substantive due
9 process rights and equal protection rights under the Fifth and Fourteenth Amendments to the United
10 States Constitution and Liggett's due process rights under cognate provisions of the Nevada
11 Constitution, and would be improper under the common law and public policies of the United States
12 and the State of Nevada. Moreover, the foregoing considerations, and considerations of due process,
13 comity and state sovereignty, bar any attempts to punish Liggett, except to the extent the alleged
14 conduct had a direct impact in this State and a direct nexus to the specific harm suffered by the
15 Plaintiffs.

16 **THIRTY-FIFTH DEFENSE**

17 Liggett denies liability for any award of punitive damages not based solely on the specific
18 allegations of Liggett's conduct made the subject of this lawsuit and that allegedly affected
19 Plaintiffs, because consideration of other conduct would subject Liggett to impermissible multiple
20 punishments for the same conduct, in violation of the Fifth and Fourteenth Amendments to the
21 United States Constitution and the cognate provisions of the Nevada Constitution.

22 **THIRTY-SIXTH DEFENSE**

23 Plaintiffs' claims for punitive damages are barred absent the safeguards guaranteed by the
24 Fourth, Fifth, Sixth and Fourteenth Amendments to the United States Constitution and the cognate
25 provisions of the Nevada Constitution in that these claims invoke or authorize proceedings and
26 remedies which, though nominally civil, are in reality so punitive in purpose and effect that they
27 transform the relief that Plaintiffs seeks into a criminal penalty.
28

THIRTY-SEVENTH DEFENSE

Liggett adopts and incorporates by reference any and all affirmative defenses asserted by other defendants in this lawsuit to the extent such affirmative defenses are not raised herein and are not inconsistent with a position taken by Liggett herein.

DEMAND FOR JURY TRIAL

Liggett hereby demands a trial by jury of all issues so triable.

Wherefore, Liggett demands judgment dismissing Plaintiffs' Complaint herein in its entirety, together with costs and disbursements of this action and such other and further relief as this Court deems just and proper.

DATED this 27th day of July, 2020.

LEWIS ROCA ROTHGERBER CHRISTIE LLP

/s/ J Christopher Jorgensen

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CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of July, 2020 , I caused a true and accurate copy of the forgoing document entitled *Liggett Group LLC's Answer And Affirmative Defenses To Plaintiffs' Amended Complaint* to be filed with the Clerk of the Court via the Odyssey File and Serve system, which will send an electronic copy to all parties.

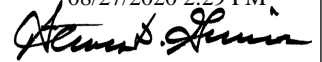
/s/ Annette Jaramillo
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Lewis Roca
ROTHGERBER CHRISTIE

EXHIBIT 10

EXHIBIT 10


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20 500 North Federal Highway, Suite 200
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22 *Attorneys for Plaintiffs*

DISTRICT COURT

CLARK COUNTY, NEVADA

23 SANDRA CAMACHO, individually, and
24 ANTHONY CAMACHO, individually,
25
26 Plaintiffs,

27 vs.

28 PHILIP MORRIS USA, INC., a foreign
corporation; R.J. REYNOLDS TOBACCO
COMPANY, a foreign corporation, individually,
and as successor-by-merger to LORILLARD
TOBACCO COMPANY and as successor-in-
interest to the United States tobacco business of
BROWN & WILLIAMSON TOBACCO
CORPORATION, which is the successor-by-
merger to THE AMERICAN TOBACCO
COMPANY; LIGGETT GROUP, LLC., a
foreign limited liability company; and ASM
NATIONWIDE CORPORATION d/b/a
SILVERADO SMOKES & CIGARS, a domestic
corporation; and LV SINGHS INC. d/b/a
SMOKES & VAPORS, a domestic corporation;
DOES 1-X; and ROE BUSINESS ENTITIES

Case No. A-19-807650-C
Dept. No. IV

**ORDER GRANTING DEFENDANT R.J.
REYNOLDS TOBACCO COMPANY'S
MOTION TO DISMISS PLAINTIFFS'
AMENDED COMPLAINT UNDER
NRCP 12(b)(5)**

XI-XX, inclusive,

Defendants.

On June 17, 2020, the Court issued a Minute Order regarding Defendant R.J. Reynolds Tobacco Company's Motion to Dismiss Plaintiffs' Sixth and Seventh Claims for Relief Under NRCPC 12(b)(5). The Court, having considered Defendant's Motion, the Opposition, and Reply thereto, and arguments of counsel, hereby finds as follows:

THE COURT HEREBY FINDS that R.J. Reynolds Tobacco Company's Motion is **GRANTED**.

When deciding a Motion to Dismiss, the Court will recognize all factual allegations in the complaint as true and draw all inference in favor of the non-moving party. *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 228, 181 P.3d 670, 672 (2008). A complaint should be dismissed only if it appears beyond a doubt that it could prove no set of facts, which, if true, would entitle it to relief. *Id.* The court must accept a plaintiff's factual allegations as true, however, these allegations must be legally sufficient to constitute the elements of the claim asserted. *Garcia v. Prudential Ins. Co. of Am.*, 129 Nev. 15, 19, 293 P.3d 869, 872 (2013) (internal quotations omitted).

I. Plaintiff's Seventh Claim for Relief for Violation of Deceptive Trade Practices Act-NRS 598.0903 against Defendant R.J. Reynolds Tobacco Company

To successfully bring a claim under NRS 41.600(1) for violation of the Nevada Deceptive Trade Practices Act ("NDTPA"), a plaintiff must show that they were a victim of consumer fraud. In order to be a "victim," under NRS 41.600(1), the plaintiff must establish that "(1) an act of consumer fraud by the defendant (2) caused (3) damage to the plaintiff." *Picus v. Wal-Mart Stores, Inc.*, 256 F.R.D. 651, 658 (D. Nev. 2009); *see also* NRS 41.600(2)(e).

It is undisputed that Plaintiff Sandra Camacho did not purchase or use any R.J. Reynolds product. Plaintiffs therefore could not plead facts sufficient to show that R.J. Reynolds caused damage to the Sandra Camacho. Further, Plaintiffs did not plead sufficient facts alleging that Sandra Camacho had any legal relationship with R.J. Reynolds, which is also necessary to support an NDTPA claim.

THEREFORE, THE COURT hereby GRANTS Defendant R.J. Reynolds Tobacco Company's

1 Motion to Dismiss Plaintiff's Seventh Claim for Relief for Violation of Deceptive Trade Practices and
2 IT IS HEREBY ORDERED Plaintiff's Seventh Claim for Relief for Violation of Deceptive Trade
3 Practices Act NRS 598.0903 are DISMISSED WITH PREJUDICE as to Defendant R.J. Reynolds
4 Tobacco Company.

5
6 II. Plaintiff's Sixth Claim for Relief for Civil Conspiracy against Defendant R.J. Reynolds
7 Tobacco Company

8 An actionable civil conspiracy consists of a combination of two or more persons who, by some
9 concerted action, intend to accomplish an unlawful objective for the purpose of harming another, and
10 damage results from the act or acts. Dow Chemical Co. v. Malhum, 114 Nev. 1468, 1488, 970 P.2d
11 98,112 (1998).

12 The Court notes that Civil Conspiracy is a derivative claim in Nevada with the Plaintiff
13 alleging the Violation of Deceptive Trade Practices Act as the underlying unlawful objective. The
14 Court finds that Plaintiffs' did not plead a claim for Civil Conspiracy pursuant to the Court's ruling
15 that dismiss Plaintiff's Seventh Claim for Relief for Violation of Deceptive Trade Practices.

16 The Court hereby GRANTS Defendant R.J. Reynolds Tobacco Company's Motion to Dismiss
17 Plaintiff's Sixth Claim for Relief of Civil Conspiracy and it is hereby ordered that Plaintiff's Sixth
18 Claim for relief for Civil Conspiracy is DISMISSED WITH PREJUDICE as to Defendant R.J. Reynolds
19 Tobacco Company.

20
21 DATED this ____ day of August, 2020.

Dated this 27th day of August, 2020



DISTRICT COURT JUDGE

668 427 7482 879C

Kerry Earley
District Court Judge

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Sandra Camacho, Plaintiff(s) CASE NO: A-19-807650-C
7 vs. DEPT. NO. Department 4
8 Philip Morris USA Inc,
9 Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District
13 Court. The foregoing Order was served via the court's electronic eFile system to all
14 recipients registered for e-Service on the above entitled case as listed below:

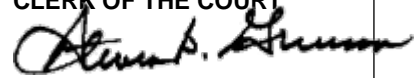
15 Service Date: 8/27/2020

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EXHIBIT 11

EXHIBIT 11



1 **NOE**

2 Sean K. Claggett, Esq.

3 Nevada Bar No. 008407

4 Matthew S. Granda, Esq.

5 Nevada Bar No. 012753

6 Micah S. Echols, Esq.

7 Nevada Bar No. 008437

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10 Las Vegas, Nevada 89107

11 (702) 655-2346 – Telephone

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13 *Attorneys for Plaintiffs*

DISTRICT COURT

CLARK COUNTY, NEVADA

11 SANDRA CAMACHO, individually,
12 and ANTHONY CAMACHO, individually,

13 Plaintiffs,

14 v.

CASE NO.: A-19-807650-C

15 PHILIP MORRIS USA, INC., a foreign
16 corporation; R.J. REYNOLDS TOBACCO
17 COMPANY, a foreign corporation, individually,
18 and as successor-by-merger to LORILLARD
19 TOBACCO COMPANY and as successor-in-
20 interest to the United States tobacco business of
21 BROWN & WILLIAMSON TOBACCO
22 CORPORATION, which is the successor-by-
23 merger to THE AMERICAN TOBACCO
24 COMPANY; LIGGETT GROUP, LLC., a
25 foreign corporation; and ASM NATIONWIDE
CORPORATION d/b/a SILVERADO SMOKES
& CIGARES, a domestic corporation, and LV
SINGHS INC. d/b/a SMOKES & VAPORS, a
domestic corporation; DOES I-X; and ROE
BUSINESS ENTITIES XI-XX, inclusive,

Defendants.

DEPT. NO.: IV

NOTICE OF ENTRY OF ORDER

26 PLEASE TAKE NOTICE that an Order in the above-entitled action was entered and filed on
27 August 27, 2020.

1 A copy of which is attached hereto.

2 DATED this 28th day of August, 2020.

3
4 CLAGGETT & SYKES LAW FIRM

5 /s/ Sean K. Claggett

6 Sean K. Claggett, Esq.
7 Nevada Bar No. 008407
8 Matthew S. Granda, Esq.
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15 Attorneys for Plaintiffs
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28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 28th day of August 2020, I caused to be served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER** on the following person(s) by the following method(s) pursuant to NRCP 5(b) and NEFCR 9:

Dennis L. Kennedy, Esq. Joseph A. Liebman, Esq. BAILEY KENNEDY 8984 Spanish Ridge Avenue Las Vegas, Nevada 89148-1302 Email: DKennedy@BaileyKennedy.com JLiebman@BaileyKennedy.com <i>Attorneys for R.J. Reynolds Tobacco Company</i>	D. Lee Roberts, Jr., Esq. Phillip N. Smith, Jr., Esq. Daniela LaBounty, Esq. WEINBERG WHEELER HUDGINS GUNN & DIAL 6385 South Rainbow Boulevard, Suite 400 Las Vegas, Nevada 89118 Email: lroberts@wwhgd.com psmithjr@wwhgd.com dlabounty@wwhgd.com <i>Attorneys for Philip Morris USA, Inc. and ASM Nationwide Corporation</i>
Daniel F. Polsenberg, Esq. J. Christopher Jorgensen, Esq. LEWIS ROCA ROTHGERBER CHRISTIE 3993 Howard Hughes Parkway, #600 Las Vegas, Nevada 89169 Email: dpolsenberg@lrrc.com cjorgensen@lrrc.com <i>Attorneys for Liggett Group, LLC</i>	Jennifer Blues Kenyon, Esq. Bruce R. Tepikian, Esq. Brian Alan Jackson, Esq. SHOOK, HARDY & BACON, LLC 2555 Grand Boulevard Kansas City, MO 64108 Email: jbkenyon@shb.com btepikian@shb.com bjackson@shb.com <i>Attorneys for Philip Morris USA, Inc. and ASM Nationwide Corporation</i>
	Kelly Anne Luther, Esq. KASOWITZ BENSON TORRES LLP 1441 Brickwell Avenue, Suite 1420 Miami, FL 33131 Email: kluther@kasowitz.com <i>Attorneys for Defendant Liggett Group, LLC</i>

/s/ Moises Garcia

An Employee of Claggett & Sykes Law Firm

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Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

SANDRA CAMACHO, individually, and
ANTHONY CAMACHO, individually,

Plaintiffs,

vs.

PHILIP MORRIS USA, INC., a foreign corporation; R.J. REYNOLDS TOBACCO COMPANY, a foreign corporation, individually, and as successor-by-merger to LORILLARD TOBACCO COMPANY and as successor-in-interest to the United States tobacco business of BROWN & WILLIAMSON TOBACCO CORPORATION, which is the successor-by-merger to THE AMERICAN TOBACCO COMPANY; LIGGETT GROUP, LLC., a foreign limited liability company; and ASM NATIONWIDE CORPORATION d/b/a SILVERADO SMOKES & CIGARS, a domestic corporation; and LV SINGHS INC. d/b/a SMOKES & VAPORS, a domestic corporation; DOES 1-X; and ROE BUSINESS ENTITIES

Case No. A-19-807650-C
Dept. No. IV

ORDER GRANTING DEFENDANT R.J. REYNOLDS TOBACCO COMPANY'S MOTION TO DISMISS PLAINTIFFS' AMENDED COMPLAINT UNDER NRCP 12(b)(5)

XI-XX, inclusive,

Defendants.

On June 17, 2020, the Court issued a Minute Order regarding Defendant R.J. Reynolds Tobacco Company's Motion to Dismiss Plaintiffs' Sixth and Seventh Claims for Relief Under NRCPC 12(b)(5). The Court, having considered Defendant's Motion, the Opposition, and Reply thereto, and arguments of counsel, hereby finds as follows:

THE COURT HEREBY FINDS that R.J. Reynolds Tobacco Company's Motion is **GRANTED**.

When deciding a Motion to Dismiss, the Court will recognize all factual allegations in the complaint as true and draw all inference in favor of the non-moving party. *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 228, 181 P.3d 670, 672 (2008). A complaint should be dismissed only if it appears beyond a doubt that it could prove no set of facts, which, if true, would entitle it to relief. *Id.* The court must accept a plaintiff's factual allegations as true, however, these allegations must be legally sufficient to constitute the elements of the claim asserted. *Garcia v. Prudential Ins. Co. of Am.*, 129 Nev. 15, 19, 293 P.3d 869, 872 (2013) (internal quotations omitted).

I. Plaintiff's Seventh Claim for Relief for Violation of Deceptive Trade Practices Act-NRS 598.0903 against Defendant R.J. Reynolds Tobacco Company

To successfully bring a claim under NRS 41.600(1) for violation of the Nevada Deceptive Trade Practices Act ("NDTPA"), a plaintiff must show that they were a victim of consumer fraud. In order to be a "victim," under NRS 41.600(1), the plaintiff must establish that "(1) an act of consumer fraud by the defendant (2) caused (3) damage to the plaintiff." *Picus v. Wal-Mart Stores, Inc.*, 256 F.R.D. 651, 658 (D. Nev. 2009); *see also* NRS 41.600(2)(e).

It is undisputed that Plaintiff Sandra Camacho did not purchase or use any R.J. Reynolds product. Plaintiffs therefore could not plead facts sufficient to show that R.J. Reynolds caused damage to the Sandra Camacho. Further, Plaintiffs did not plead sufficient facts alleging that Sandra Camacho had any legal relationship with R.J. Reynolds, which is also necessary to support an NDTPA claim.

THEREFORE, THE COURT hereby GRANTS Defendant R.J. Reynolds Tobacco Company's

1 Motion to Dismiss Plaintiff's Seventh Claim for Relief for Violation of Deceptive Trade Practices and
2 IT IS HEREBY ORDERED Plaintiff's Seventh Claim for Relief for Violation of Deceptive Trade
3 Practices Act NRS 598.0903 are DISMISSED WITH PREJUDICE as to Defendant R.J. Reynolds
4 Tobacco Company.

5
6 II. Plaintiff's Sixth Claim for Relief for Civil Conspiracy against Defendant R.J. Reynolds
7 Tobacco Company

8 An actionable civil conspiracy consists of a combination of two or more persons who, by some
9 concerted action, intend to accomplish an unlawful objective for the purpose of harming another, and
10 damage results from the act or acts. Dow Chemical Co. v. Malhum, 114 Nev. 1468, 1488, 970 P.2d
11 98,112 (1998).

12 The Court notes that Civil Conspiracy is a derivative claim in Nevada with the Plaintiff
13 alleging the Violation of Deceptive Trade Practices Act as the underlying unlawful objective. The
14 Court finds that Plaintiffs' did not plead a claim for Civil Conspiracy pursuant to the Court's ruling
15 that dismiss Plaintiff's Seventh Claim for Relief for Violation of Deceptive Trade Practices.

16 The Court hereby GRANTS Defendant R.J. Reynolds Tobacco Company's Motion to Dismiss
17 Plaintiff's Sixth Claim for Relief of Civil Conspiracy and it is hereby ordered that Plaintiff's Sixth
18 Claim for relief for Civil Conspiracy is DISMISSED WITH PREJUDICE as to Defendant R.J. Reynolds
19 Tobacco Company.

20
21 DATED this ____ day of August, 2020.

22 Dated this 27th day of August, 2020

23 

24 DISTRICT COURT JUDGE

25 668 427 7482 879C

26 Kerry Earley

27 District Court Judge

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Sandra Camacho, Plaintiff(s) | CASE NO: A-19-807650-C
7 vs. | DEPT. NO. Department 4
8 Philip Morris USA Inc,
9 Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District
13 Court. The foregoing Order was served via the court's electronic eFile system to all
14 recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 8/27/2020

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EXHIBIT 12

EXHIBIT 12

REGISTER OF ACTIONS**CASE NO. A-19-807650-C****Sandra Camacho, Plaintiff(s) vs. Philip Morris USA Inc, Defendant(s)**§
§
§
§
§
§
§Case Type: **Product Liability**Date Filed: **12/30/2019**Location: **Department 4**Cross-Reference Case Number: **A807650****PARTY INFORMATION**

Defendant	ASM Nationwide Corporation <i>Doing Business As</i> Silverado Smokes & Cigars	Lead Attorneys D Lee Roberts, Jr. <i>Retained</i> 702-938-3838(W)
Defendant	Liggett Group LLC	J. Christopher Jorgensen <i>Retained</i> 702-949-8200(W)
Defendant	Philip Morris USA Inc	D Lee Roberts, Jr. <i>Retained</i> 702-938-3838(W)
Defendant	RJ Reynolds Tobacco Company	Dennis L. Kennedy <i>Retained</i> 7025628820(W)
Plaintiff	Camacho, Anthony	Sean K. Claggett <i>Retained</i> 7026552346(W)
Plaintiff	Camacho, Sandra	Sean K. Claggett <i>Retained</i> 7026552346(W)

EVENTS & ORDERS OF THE COURT

DISPOSITIONS	
06/05/2020	Voluntary Dismissal (Judicial Officer: Earley, Kerry) Debtors: LV Singhs Inc (Defendant) Creditors: Sandra Camacho (Plaintiff), Anthony Camacho (Plaintiff) Judgment: 06/05/2020, Docketed: 06/12/2020
07/07/2020	Order of Dismissal With Prejudice (Judicial Officer: Earley, Kerry) Debtors: Philip Morris USA Inc (Defendant), Liggett Group LLC (Defendant), ASM Nationwide Corporation (Defendant) Creditors: Sandra Camacho (Plaintiff), Anthony Camacho (Plaintiff) Judgment: 07/07/2020, Docketed: 07/10/2020 Comment: Certain Claim
08/27/2020	Order of Dismissal With Prejudice (Judicial Officer: Earley, Kerry) Debtors: RJ Reynolds Tobacco Company (Defendant) Creditors: Sandra Camacho (Plaintiff), Anthony Camacho (Plaintiff) Judgment: 08/27/2020, Docketed: 08/28/2020 Comment: Certain Claims
OTHER EVENTS AND HEARINGS	
12/30/2019	Complaint With Jury Demand <i>Complaint Jury Trial Demand</i>
12/30/2019	Initial Appearance Fee Disclosure <i>Initial Appearance Fee Disclosure</i>
01/29/2020	Demand for Jury Trial <i>Plaintiffs' Demand for Jury Trial</i>
01/29/2020	Summons Electronically Issued - Service Pending <i>Summons - Philip Morris USA, Inc.</i>
01/29/2020	Summons Electronically Issued - Service Pending <i>Summons - R.J. Reynolds Tobacco Company</i>
01/29/2020	Summons Electronically Issued - Service Pending <i>Summons - Liggett Group, LLC</i>

01/29/2020	Summons Electronically Issued - Service Pending <i>Summons - ASM Nationwide Corporation dba Silverado Smokes & Cigars</i>
01/29/2020	Summons Electronically Issued - Service Pending <i>Summons - LV Singhs Inc. dba Smokes & Vapors</i>
02/12/2020	Proof of Service <i>Proof of Service - ASM Nationwide Corporation dba Silverado Smokes and Cigars</i>
02/12/2020	Proof of Service <i>Proof of Service - Philip Morris USA</i>
02/12/2020	Proof of Service <i>Proof of Service - R.J. Reynolds Tobacco Company</i>
02/13/2020	Proof of Service <i>Proof of Service - Liggett Group LLC</i>
02/21/2020	Proof of Service <i>Proof of Service - LV Singhs Inc.</i>
02/26/2020	Amended Complaint <i>Amended Complaint</i>
02/27/2020	Summons Electronically Issued - Service Pending <i>Summons to Amended Complaint - Philip Morris USA Inc.</i>
02/27/2020	Summons Electronically Issued - Service Pending <i>Summons to Amended Complaint - R.J. Reynolds Tobacco Company</i>
02/27/2020	Summons Electronically Issued - Service Pending <i>Summons to Amended Complaint - Liggett Group LLC</i>
02/27/2020	Summons Electronically Issued - Service Pending <i>Summons to Amended Complaint - LV Singhs Inc.</i>
02/27/2020	Summons Electronically Issued - Service Pending <i>Summons to Amended Complaint-ASM Nationwide Corporation</i>
03/04/2020	Proof of Service <i>Proof of Service - ASM Nationwide Corporation</i>
03/04/2020	Proof of Service <i>Proof of Service - LV Singhs Inc.</i>
03/11/2020	Proof of Service <i>Proof of Service - Philip Morris USA, Inc.</i>
03/11/2020	Proof of Service <i>Proof of Service - R.J. Reynolds Tobacco Company</i>
03/11/2020	Proof of Service <i>Proof of Service - Liggett Group LLC</i>
03/23/2020	Motion <i>Defendant R.J. Reynolds Tobacco Company's Motion to Dismiss Plaintiffs' Amended Complaint Under NRCP 12(b)(5)</i>
03/23/2020	Initial Appearance Fee Disclosure <i>Initial Appearance Fee Disclosure (NRS Chapter 19)</i>
03/23/2020	Motion to Dismiss <i>Defendants Philip Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under NRCP 12(B)(5)</i>
03/23/2020	Initial Appearance Fee Disclosure <i>Initial Appearance Fee Disclosure (NRS Chapter 19)</i>
03/23/2020	Clerk's Notice of Hearing <i>Notice of Hearing</i>
03/25/2020	Clerk's Notice of Hearing <i>Notice of Hearing</i>
03/25/2020	Initial Appearance Fee Disclosure <i>Defendant Liggett Group LLC's Initial appearance fee disclosure</i>
03/25/2020	Disclosure Statement <i>Liggett Group LLC's corporate disclosure statement</i>
03/26/2020	Disclosure Statement <i>Defendant R.J. Reynolds Tobacco Company's Disclosure Statement</i>
04/06/2020	Opposition <i>Plaintiffs' Opposition to Defendants' Philip Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation dba Silverado Smokes & Cigars' Motion to Dismiss Plaintiffs' Amended Complaint Under NRCP 12(b)(5)</i>
04/06/2020	Opposition <i>Plaintiff's Opposition to Defendant R.J. Reynolds' Motion to Dismiss Plaintiffs' Amended Complaint under NRCP 12(b)(5)</i>
04/22/2020	Motion to Associate Counsel <i>Defendant Philip Morris USA Inc.'s Motion to Associate Counsel</i>
04/22/2020	Motion to Associate Counsel <i>Motion to Associate Counsel Kelly Anne Luther</i>
04/23/2020	Clerk's Notice of Hearing <i>Notice of Hearing</i>
04/23/2020	Reply in Support <i>Defendant R.J. Reynolds Tobacco Company's Reply to Plaintiffs' Opposition to its Motion to Dismiss Plaintiffs' Amended Complaint Under NRCP 12(b)(5)</i>
04/23/2020	Reply in Support <i>Defendants Philip Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Reply in Support of Their Motion to Dismiss Plaintiffs' Amended Complaint Under NRCP 12(b)(5)</i>
04/24/2020	Errata <i>Errata to Defendant Philip Morris USA Inc.'s Motion to Associate Counsel</i>
04/30/2020	CANCELED Motion to Dismiss (9:00 AM) (Judicial Officer Earley, Kerry) <i>Vacated</i> <i>Defendant R.J. Reynolds Tobacco Company's Motion to Dismiss Plaintiffs' Amended Complaint Under NRCP 12(b)(5)</i>
05/04/2020	Minute Order (3:00 AM) (Judicial Officer Earley, Kerry) Minutes
	Result: Minute Order - No Hearing Held
05/12/2020	Filing Fee Remittance <i>Filing Fee Remittance</i>
05/13/2020	Notice of Non Opposition

05/15/2020 **Notice of No Opposition to Defendant Philip Morris USA, Inc.'s Motion to Associate Counsel** (Jennifer Kenyon)
Disclosure Statement
Defendant Philip Morris USA Inc.'s NRCP 7.1 Corporate Disclosure Statement

05/20/2020 **Motion to Associate Counsel**
Plaintiff's Motion to Associate Counsel (Kimberly L. Wald, Esq.)

05/21/2020 **Clerk's Notice of Hearing**
Notice of Hearing

05/24/2020 **Order Admitting to Practice**
Order Admitting to Practice

05/26/2020 **Notice of Entry of Order**
Defendant Philip Morris USA Inc.'s Notice of Entry of Order Admitting to Practice: Jennifer Kenyon

05/28/2020 **Notice of Hearing**
Motion to Dismiss

06/01/2020 **Motion to Associate Counsel** (3:00 AM) (Judicial Officer Earley, Kerry)
Defendant's Motion to Associate Counsel Kelly Anne Luther

06/01/2020 **Notice of Rescheduling of Hearing**
Notice of Rescheduling of Hearing

06/03/2020 **Order Granting Motion**
ORDER GRANTING MOTION TO ASSOCIATE COUNSEL

06/04/2020 **CANCELED Motion to Dismiss** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated
Defendants Philip Morris USA Inc., Liggett Group LLC, and ASM Nationwide Corporation's Motion to Dismiss Plaintiffs' Amended Complaint Under NRCP 12(B)(5)

06/05/2020 **Notice of Entry of Order**
Notice of Entry of Order Granting Liggett's Motion to Associate Counsel Kelly Anne Luthher

06/05/2020 **Notice of Voluntary Dismissal Without Prejudice**
Plaintiffs' Notice of Voluntary Dismissal of Defendant LV Singhs Inc. dba Smokes & Vapors Without Prejudice

06/08/2020 **Notice of Hearing**
Notice of Hearing

06/10/2020 **Audiovisual Transmission Equipment Appearance Request**
Audiovisual Transmission Equipment Appearance Request

06/10/2020 **Audiovisual Transmission Equipment Appearance Consent**
Audiovisual Transmission Equipment Appearance Consent

06/11/2020 **Motion to Dismiss** (9:00 AM) (Judicial Officer Earley, Kerry)
Defendant Philip Morris USA, inc. and Liggett Group and ASM Nationwide Corporations Motion to Dismiss Plaintiffs amended complaint.
Parties Present
Minutes
06/04/2020 Reset by Court to 06/11/2020
 Result: Matter Continued

06/16/2020 **Notice**
Plaintiff's Notice of Serving Supplemental Authority

06/17/2020 **Minute Order** (3:00 AM) (Judicial Officer Earley, Kerry)
Minutes
 Result: Minute Order - No Hearing Held

06/24/2020 **Motion to Associate Counsel**
Defendant Philip Morris USA Inc.'s Motion to Associate Counsel: Bruce Tepikian, Esq.

06/24/2020 **Clerk's Notice of Hearing**
Notice of Hearing

06/25/2020 **CANCELED Motion to Associate Counsel** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated
Plaintiff's Motion to Associate Counsel (Kimberly L. Wald, Esq.)

06/30/2020 **Recorders Transcript of Hearing**
Transcript of Proceedings; June 11, 2020; Def's Mot to Dismiss Plt's Amended Complaint

07/07/2020 **Order**
Order Granting in Part and Denying in Part Defendant's Philip Morris USA Inc., Liggett Group, LLC and ASM Nationwide Corporation's Motion to Dismiss Plaintiff's Amended Complaint Under NRCP 120 (b)(5)

07/08/2020 **Notice of Entry of Order**
Notice of Entry of Order Granting in Part and Denying in Part Defendants Philip Morris USA Inc., Liggett Group, LLC, and ASM Nationwide Corporation's Motion to Dismiss Plaintiff's Amended Complaint Under NRCP 12(b)(5)

07/14/2020 **Filing Fee Remittance**
Additional plaintiff - Anthony Camacho

07/23/2020 **Notice**
Notice of No Opposition to Defendant Philip Morris USA Inc.'s Motion to Associate Counsel (Bruce Tepikian)

07/27/2020 **CANCELED Motion to Associate Counsel** (3:00 AM) (Judicial Officer Earley, Kerry)
Vacated
Defendant Philip Morris USA Inc.'s Motion to Associate Counsel: Bruce Tepikian, Esq.

07/27/2020 **Answer to Amended Complaint**
Defendant ASM Nationwide Corporation's Answer to Plaintiffs' Amended Complaint

07/27/2020 **Answer to Amended Complaint**
Defendant Philip Morris USA Inc.'s Answer to Plaintiffs' Amended Complaint

07/27/2020 **Answer to Amended Complaint**
Liggett Group LLC's Answer and Affirmative Defenses to Plaintiffs' Amended Complaint Jury Trial Demanded

07/28/2020 **Motion to Associate Counsel**
Defendant Philip Morris USA Inc.'s Motion to Associate Counsel: Brian Alan Jackson, Esq.

07/29/2020 **Clerk's Notice of Hearing**
Notice of Hearing

08/05/2020 **Order Admitting to Practice**
Order Admitting to Practice Bruce Tepikian Esq.

08/12/2020 **Request for Exemption From Arbitration**
Plaintiffs' Petition for Exemption from Arbitration

08/12/2020 **Notice of Entry of Order**
Defendant Philip Morris USA Inc.'s Notice of Entry of Order Admitting to Practice: Bruce R. Tepikian, Esq.

08/24/2020	Order Granting Motion <i>Order Granting Motion to Associate Counsel - Kimberly L. Wald</i>
08/27/2020	Commissioners Decision on Request for Exemption - Granted <i>Commissioner's Decision on Request for Exemption - GRANTED</i>
08/27/2020	Order Granting Motion <i>Order Granting Defendant RJ Reynolds Tobacco Company's Motion to Dismiss Plaintiffs' Amended Complaint Under NRCP 12(b)(5)</i>
08/28/2020	Notice of Entry of Order <i>Notice of Entry of Order</i>
08/31/2020	Motion to Associate Counsel (3:00 AM) (Judicial Officer Earley, Kerry) <i>Defendant Philip Morris USA Inc.'s Motion to Associate Counsel: Brian Alan Jackson, Esq.</i>
09/04/2020	Notice of Entry of Order <i>Notice of Entry of Order</i>
09/23/2020	Order <i>Order Admitting to Practice Brian Alan Jackson, Esq.</i>

FINANCIAL INFORMATION

Defendant ASM Nationwide Corporation			
Total Financial Assessment			0.00
Total Payments and Credits			0.00
Balance Due as of 09/24/2020			0.00
Defendant Liggett Group LLC			
Total Financial Assessment			240.50
Total Payments and Credits			240.50
Balance Due as of 09/24/2020			0.00
03/25/2020	Transaction Assessment		226.50
03/25/2020	Efile Payment	Receipt # 2020-17650-CCCLK	(226.50)
03/25/2020	Transaction Assessment		3.50
03/25/2020	Efile Payment	Receipt # 2020-17652-CCCLK	(3.50)
04/22/2020	Transaction Assessment		3.50
04/22/2020	Efile Payment	Receipt # 2020-21667-CCCLK	(3.50)
06/05/2020	Transaction Assessment		3.50
06/05/2020	Efile Payment	Receipt # 2020-30128-CCCLK	(3.50)
07/27/2020	Transaction Assessment		3.50
07/27/2020	Efile Payment	Receipt # 2020-41105-CCCLK	(3.50)
Defendant Philip Morris USA Inc			
Total Financial Assessment			305.50
Total Payments and Credits			305.50
Balance Due as of 09/24/2020			0.00
03/23/2020	Transaction Assessment		3.50
03/23/2020	Efile Payment	Receipt # 2020-17243-CCCLK	(3.50)
03/23/2020	Transaction Assessment		3.50
03/23/2020	Efile Payment	Receipt # 2020-17254-CCCLK	(3.50)
04/22/2020	Transaction Assessment		3.50
04/22/2020	Efile Payment	Receipt # 2020-21629-CCCLK	(3.50)
04/23/2020	Transaction Assessment		3.50
04/23/2020	Efile Payment	Receipt # 2020-21930-CCCLK	(3.50)
04/24/2020	Transaction Assessment		3.50
04/24/2020	Efile Payment	Receipt # 2020-22150-CCCLK	(3.50)
05/13/2020	Transaction Assessment		256.50
05/13/2020	Efile Payment	Receipt # 2020-25816-CCCLK	(256.50)
05/13/2020	Transaction Assessment		3.50
05/13/2020	Efile Payment	Receipt # 2020-25924-CCCLK	(3.50)
05/15/2020	Transaction Assessment		3.50
05/15/2020	Efile Payment	Receipt # 2020-26500-CCCLK	(3.50)
05/26/2020	Transaction Assessment		3.50
05/26/2020	Efile Payment	Receipt # 2020-28120-CCCLK	(3.50)
06/24/2020	Transaction Assessment		3.50
06/24/2020	Efile Payment	Receipt # 2020-33420-CCCLK	(3.50)
07/08/2020	Transaction Assessment		3.50
07/08/2020	Efile Payment	Receipt # 2020-35990-CCCLK	(3.50)
07/23/2020	Transaction Assessment		3.50
07/23/2020	Efile Payment	Receipt # 2020-40411-CCCLK	(3.50)
07/27/2020	Transaction Assessment		3.50
07/27/2020	Efile Payment	Receipt # 2020-41094-CCCLK	(3.50)
07/28/2020	Transaction Assessment		3.50
07/28/2020	Efile Payment	Receipt # 2020-41298-CCCLK	(3.50)
08/12/2020	Transaction Assessment		3.50
08/12/2020	Efile Payment	Receipt # 2020-44673-CCCLK	(3.50)

1

				Defendant RJ Reynolds Tobacco Company	
				Total Financial Assessment	223.00
				Total Payments and Credits	223.00
				Balance Due as of 09/24/2020	0.00
03/23/2020	Transaction Assessment				223.00
03/23/2020	Efile Payment	Receipt # 2020-17240-CCCLK	RJ Reynolds Tobacco Company		(223.00)
				Plaintiff Camacho, Sandra	
				Total Financial Assessment	300.00
				Total Payments and Credits	300.00
				Balance Due as of 09/24/2020	0.00
12/30/2019	Transaction Assessment				270.00
12/30/2019	Efile Payment	Receipt # 2019-77378-CCCLK	Camacho, Sandra		(270.00)
07/14/2020	Transaction Assessment				30.00
07/14/2020	Efile Payment	Receipt # 2020-37724-CCCLK	Camacho, Sandra		(30.00)

EXHIBIT 13

EXHIBIT 13

IN THE SUPREME COURT OF THE STATE OF NEVADA

SANDRA CAMACHO, individually, and
ANTHONY CAMACHO, individually,

Petitioners,

vs.

THE EIGHTH JUDICIAL DISTRICT COURT OF
THE STATE OF NEVADA, IN AND FOR THE
COUNTY OF CLARK; AND THE HONORABLE
KERRY EARLEY,

Respondents,

And

PHILIP MORRIS USA, INC., a foreign
corporation; R.J. REYNOLDS TOBACCO
COMPANY, a foreign corporation, individually,
and as successor-by-merger to LORILLARD
TOBACCO COMPANY and as successor-in-
interest to the United States tobacco business of
BROWN & WILLIAMSON TOBACCO
CORPORATION, which is the successor-by-
merger to THE AMERICAN TOBACCO
COMPANY; LIGGETT GROUP, LLC., a
foreign corporation; and ASM NATIONWIDE
CORPORATION d/b/a SILVERADO SMOKES
& CIGARS, a domestic corporation,

Real Parties in Interest.

Case No.

Electronically Filed
Mar 24 2021 10:50 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

**PETITION FOR WRIT OF
MANDAMUS OR PROHIBITION**

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NRAP 26.1 DISCLOSURE

The undersigned counsel of record certifies that the following are persons and entities as described in NRAP 26.1(a) and must be disclosed. These representations are made in order that the Justices of this Court may evaluate possible disqualification or recusal.

1. Petitioners, Sandra Camacho and Anthony Camacho, are individuals.
2. Petitioners are represented by Claggett & Sykes Law Firm and Kelley Uustal.

Dated this 23rd day of March 2021.

CLAGGETT & SYKES LAW FIRM

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I. ROUTING STATEMENT

Petitioners, Sandra Camacho (“Ms. Camacho”) and Anthony Camacho (“Mr. Camacho”) (collectively “Plaintiffs”), request that the Supreme Court retain this original proceeding based upon presented issues of first impression and issues of statewide importance, as outlined in NRAP 17(a)(11) and (12). This petition asks this Court to interpret and enforce certain provisions of NRS Chapter 598 (Deceptive Trade Practices). In particular, Plaintiffs alleged in their amended complaint that Defendants/Real Parties in Interest Philip Morris USA, Inc. (“Philip Morris”); R.J. Reynolds Tobacco Company (“R.J. Reynolds”); and Liggett Group, LLC (“Liggett”) (collectively “Defendants”) violated the Nevada Deceptive Trade Practices Act (“NDTPA”). 1 Petitioners’ Appendix (“PA”) 98–102. This violation of the NDTPA then formed the underlying basis for Plaintiffs’ civil conspiracy claim against these same Defendants. 1 PA 95–98. The District Court ruled that Ms. Camacho “did not purchase or use any R.J. Reynolds product” and had no “legal relationship with R.J. Reynolds,” such that Plaintiffs had no claim against R.J. Reynolds based upon the NDTPA. 3 PA 464–465. The District Court further held that the absence of an underlying NDTPA claim also required the dismissal of Plaintiffs’ claim for civil conspiracy against R.J. Reynolds. 3 PA 465.

With regard to Plaintiffs' claims against Philip Morris and Liggett, the District Court concluded that Plaintiffs alleged a cognizable claim for violation of the NDTPA. 3 PA 381. Similarly, the District Court concluded that Plaintiffs alleged a cognizable claim for civil conspiracy against Philip Morris and Liggett. 3 PA 381.

Thus, the key issues in this original proceeding focus on the viability of Plaintiffs' claims against R.J. Reynolds for violation of the NDTPA and civil conspiracy, even without product use, based upon Plaintiffs' contentions that the NDTPA does not require product use to be actionable. Therefore, Plaintiffs ask that the Supreme Court retain this original proceeding according to NRAP 17(a)(11) and (12).

II. ISSUES PRESENTED

- A. WHETHER THE DISTRICT COURT ERRED BY DISMISSING PLAINTIFFS' CLAIM AGAINST R.J. REYNOLDS FOR VIOLATION OF THE NDTPA.**
- B. WHETHER THE DISTRICT COURT ALSO ERRED BY DISMISSING PLAINTIFFS' CLAIM AGAINST R.J. REYNOLDS FOR CIVIL CONSPIRACY.**

III. OVERVIEW OF RELIEF REQUESTED

This is an original proceeding in which Plaintiffs ask this Court to intervene and order Plaintiffs' NDTPA and civil conspiracy claims to be reinstated, due to the District Court's erroneous dismissals based upon NRCP 12(b)(5).

As alleged in Plaintiffs' amended complaint, Defendant R.J. Reynolds conspired with other tobacco manufacturers to conceal the dangers of smoking and disseminate misinformation to the American public in an attempt to sell cigarettes to consumers, including Ms. Camacho. Due to decades of pervasive marketing and a misinformation campaign denying that cigarettes cause cancer, Ms. Camacho became addicted to smoking, which ultimately caused her laryngeal cancer.

The central issue before this Court is whether the NDTPA and NRS 41.600 grant standing to victims of deceptive trade practices when the victims did not purchase or use the defendant's products. As discussed below, the answer is an affirmative "yes." The plain language of the relevant statutes supports the viability of Plaintiffs' NDTPA claim. Furthermore, this Court, the Ninth Circuit, and the Nevada Federal District Court have proscribed a narrow construction of the NDTPA in similar contexts and granted standing to non-purchasers and non-users of a defendant's products. Since Plaintiffs' NDTPA claim is viable, it also suffices as a predicate for the civil conspiracy claim. Therefore, this Court should reinstate Plaintiffs' claims against R.J. Reynolds.

IV. FACTUAL AND PROCEDURAL BACKGROUND

A. THE FACTS AND CIRCUMSTANCES GIVING RISE TO PLAINTIFFS' AMENDED COMPLAINT.¹

1. Sandra's Laryngeal Cancer Diagnosis.

In March 2018, Sandra was diagnosed with laryngeal cancer, which was caused by smoking L&M brand cigarettes, Marlboro brand cigarettes, and Basic brand cigarettes, to which she was addicted and smoked continuously from approximately 1964 until 2017. 1 PA 57, ¶ 17. L&M cigarettes were designed, manufactured, and sold by Liggett. 1 PA 57, ¶ 18. Marlboro and Basic cigarettes were designed, manufactured, and sold by Philip Morris. 1 PA 57, ¶ 19.

2. Defendants Purposefully and Intentionally Designed Cigarettes To Be Highly Addictive.

As Plaintiffs' amended complaint explains, Defendants purposefully and intentionally designed cigarettes to be highly addictive, by among other things deliberately manipulated and/or added compounds in cigarettes such as arsenic, polonium-210, tar, methane, methanol, carbon monoxide, nitrosamines, butane, formaldehyde, tar, carcinogens, and other deadly and poisonous compounds to cigarettes. 1 PA 57, ¶ 22. Defendants then concealed the addictive and deadly nature

¹ Plaintiffs' amended complaint provides a full statement of their allegations and claims. 1 PA 52–106. This summarized version is designed to provide context for the Court to decide the legal issues presented.

of cigarettes from Plaintiffs, the government, and the American public by making knowingly false and misleading statements and by engaging in a \$250 billion conspiracy. 1 PA 57, ¶ 23.

3. Historical Allegations of Defendants' Unlawful Conduct.

Lung cancer is a disease manufactured and created by the cigarette industry, including Defendants. 1 PA 60, ¶ 31. By February 2, 1953, Defendants had concrete proof that cigarette smoking increased the risk of lung cancer. 1 PA 60, ¶ 35. As a result of mounting public awareness regarding the link between cigarette smoking and lung cancer, Defendants grew fearful that their customers would stop smoking, which would in turn bankrupt their companies. 1 PA 61, ¶ 37. Thus, in order to maximize profits, Defendants intentionally banded together, forming a conspiracy which, for over half a century, fabricated and publicized a disingenuous “open debate” to create and spread doubt about whether cigarettes were or were not harmful. 1 PA 61, ¶ 38.

Executives from every cigarette company, except for Liggett, met at the Plaza Hotel on December 14, 1953 to form the conspiracy. 1 PA 61, ¶ 40. On December 28, 1953, Defendants again met at the Plaza Hotel where they knowingly and purposefully agreed to create a fake “research committee” called the Tobacco Industry Research Committee (“TIRC”) (later renamed the Council for Tobacco Research (“CTR”)). 1 PA 62, ¶ 42. Paul Hahn, president of American Tobacco,

was elected the temporary chairman of TIRC. *Id.* TIRC's *public* mission statement was to supposedly aid and assist with so-called "independent" research into cigarette use and health. 1 PA 62, ¶ 43. The formation and purpose of TIRC was announced on January 4, 1954, in a full-page advertisement called "A Frank Statement to Cigarette Smokers" published in 448 newspapers throughout the United States. 1 PA 62, ¶ 44.

For the next five decades, TIRC/CTR worked diligently, and quite successfully, to rebuff the public's concern about the dangers of cigarettes. Defendants, through TIRC/CTR, invented the false and misleading notion that there was an "open question" regarding cigarette smoking and health. 1 PA 63, ¶ 47. They appeared on television and radio to broadcast this message. *Id.*

In 1964, there was another dip in the consumption of cigarettes because the United States Surgeon General reported that "cigarette smoking is causally related to lung cancer in men . . . the data for women, though less extensive, points in the same direction." 1 PA 63, ¶ 51. The cigarette industry's public response, through TIRC, to the 1964 Surgeon General Report was to falsely assure the public that (i) cigarettes were not injurious to health, (ii) the industry would cooperate with the Surgeon General, (iii) more research was needed, and (iv) if there were any bad elements discovered in cigarettes, the cigarette manufacturers would remove those elements. 1 PA 64, ¶ 52. As a result, cigarette consumption again began to rise. *Id.*

Despite Defendants' public response, internally they were fully aware of the magnitude and depth of the lies and deception they were promulgating. 1 PA 64, ¶ 53. They knew and understood that they were making fake, misleading promises that would never come to fruition. *Id.* Their own internal records reveal that they knew, even back in 1964, that cigarettes were not only hazardous, but deadly. *Id.* Defendants' sole priority was to make as much money as quickly as possible, with no concern about the safety and well-being of their customers. 1 PA 65, ¶ 56.

In 1966, the United States Government mandated that a "Caution" label be placed on packs of cigarettes stating, "Cigarette Smoking May be Hazardous to Your Health." 1 PA 65, ¶ 57. The cigarette industry responded to the "Caution" label by continuing its massive public relations campaign, continuing to spread doubt and confusion, and continuing to deceive the public. 1 PA 65, ¶ 58. Throughout this period, Defendants also introduced "filtered" cigarettes—cigarettes falsely marketed, advertised, and promoted as "less tar" and "less nicotine." 1 PA 65, ¶ 59. However, internally, in Defendants' previously concealed, hidden documents, discussions regarding the true nature of filtered cigarettes were revealed—filters were just as harmful, dangerous, and hazardous as unfiltered cigarettes; in fact, they were more dangerous. 1 PA 65, ¶ 60.

Throughout the 1960s, 1970s, 1980s, and 1990s, the cigarette industry, including Defendants, spent \$250 billion dollars in marketing efforts to promote the

sale of cigarettes. 1 PA 66, ¶ 61. The cigarette industry spent more money on marketing and advertising cigarettes in *one day* than the public health community spent in *one year*. 1 PA 66, ¶ 62.

In 1985, four rotating warning labels were placed on packs of cigarettes which warned, for the first time, that smoking causes lung cancer, heart disease, emphysema, and may complicate pregnancy. 1 PA 67, ¶ 69. The cigarette industry, including Defendants, opposed these warning labels. 1 PA 67, ¶ 70. Throughout the 1980s, despite the warning labels having been placed on their cigarette packs, Defendants' representatives at the Tobacco Institute ("TI") publicly stated that whether smoking cigarettes caused cancer and whether cigarettes were addictive remained unknown and that, apparently, "more research was needed." 1 PA 67, ¶ 70.

In 1988, the United States Surgeon General reported that cigarettes and other forms of tobacco were addicting, and that nicotine is the drug in tobacco that causes addiction. In fact, in his report, the Surgeon General compared tobacco addiction to heroin and cocaine. 1 PA 68, ¶ 71. In response, the cigarette industry, including Defendants herein, issued a press release knowingly and disingenuously stating, "Claims that cigarettes are addictive is irresponsible and scare tactics." 1 PA 68, ¶ 72.

In 1994 CEOs from the seven largest cigarette companies, including Defendants, testified under oath before the United States Congress that, in each of their opinions, it had not been proven that cigarettes were addictive, caused disease, or caused one single person to die. 1 PA 68, ¶ 74.

This sophisticated conspiracy involved hundreds of billions of dollars spent on marketing efforts, massive deception including lying under oath before Congress and other governmental entities, forming fake organizations with fake scientists and fake research, and creating a “brilliantly conceived” public relations campaign designed to create and sustain doubt and confusion regarding a—made-up—cigarette controversy. 1 PA 70, ¶ 86. This conspiracy is memorialized through Defendants’ own documents, authored by their own executives and scientists, including in over 14 million previously-concealed records. 1 PA 70, ¶ 87.

4. Plaintiffs’ Claims Against Defendants.

In their amended complaint, Plaintiffs² asserted the following claims against Defendants: (1) negligence—Ms. Camacho against Philip Morris and Liggett (1 PA 70–75); (2) gross negligence—Ms. Camacho against Philip Morris and Liggett (1 PA 75–78); (3) strict products liability—Ms. Camacho against Philip Morris and

² Mr. Camacho’s claims sound in loss of consortium and are derivative of Ms. Camacho’s claims. *See, e.g., Gunlock v. New Frontier Hotel*, 78 Nev. 182, 185 n.1, 370 P.2d 682, 684 n.1 (1962).

Liggett (1 PA 78–82); (4) fraudulent misrepresentation—Ms. Camacho against Philip Morris and Liggett (1 PA 83–89); (5) fraudulent concealment—Ms. Camacho against Philip Morris and Liggett (1 PA 90–94); (6) civil conspiracy—Ms. Camacho against Philip Morris, R.J. Reynolds, and Liggett (1 PA 95–98); (7) violation of Deceptive Trade Practices Act (NRS 598.0903)—Ms. Camacho against Philip Morris, R.J. Reynolds, and Liggett (1 PA 98–102); and (8) strict product liability—Ms. Camacho against ASM Nationwide Corporation d/b/a Silverado Smokes & Cigars (“ASM”) and LV Singhs Inc. d/b/a Smokes & Vapors (“LV Singhs”). 1 PA 102–104.

B. THE MOTIONS TO DISMISS FILED BY (1) PHILIP MORRIS, LIGGETT, AND ASM AND (2) R.J. REYNOLDS, AND PLAINTIFFS’ OPPOSITIONS.

Philip Morris, Liggett, and ASM jointly filed a motion to dismiss Plaintiffs’ amended complaint according to the dismissal standard in NRCP 12(b)(5). 1 PA 107–137. Essentially, this motion to dismiss argued against the substance of Plaintiffs’ claims. *Id.* Plaintiffs opposed each of the arguments advanced by Philip Morris, Liggett, and ASM. 2 PA 148–225.

R.J. Reynolds also filed a motion to dismiss under NRCP 12(b)(5), arguing that because Sandra did not actually use its product, there could be no claim based upon a “disguised” product liability claim. 1 PA 142–144. R.J. Reynolds also argued that Plaintiffs’ claim for violation of the NDTPA failed, due to the lack of

causation. 1 PA 144–145. R.J. Reynolds finally argued that if Plaintiffs’ claims against Philip Morris and Liggett were dismissed, Plaintiffs’ civil conspiracy claim against R.J. Reynolds would also need to be dismissed, due to the absence of sufficient actors to form a conspiracy claim. 1 PA 145. In response, Plaintiffs argued that their claims do not fail for lack of product use. 2 PA 231–234. Additionally, Plaintiffs explained that their allegations regarding Defendants’ massive conspiracy were based upon combined actors, including R.J. Reynolds, such that Plaintiffs’ claims for violation of the NDTPA and civil conspiracy could not be dismissed. 2 PA 234–235.

The District Court heard argument on both motions to dismiss. 3 PA 312–377. At the conclusion of the hearing, the District Court did not make a decision but took the matters under advisement. 3 PA 375–376.

C. THE DISTRICT COURT’S ORDERS RESOLVING THE MOTIONS TO DISMISS.

With regard to Plaintiffs’ claims against Philip Morris and Liggett, the District Court concluded that Plaintiffs alleged a cognizable claim for violation of the NDTPA. 3 PA 381. Similarly, the District Court concluded that Plaintiffs alleged a cognizable claim for civil conspiracy against Philip Morris and Liggett. 3 PA 381.

However, with respect to R.J. Reynolds, the District Court ruled that Sandra “did not purchase or use any R.J. Reynolds product” and had no “legal relationship with R.J. Reynolds,” such that Plaintiffs had no claim against R.J. Reynolds based

upon the NDTPA. 3 PA 464–465. The District Court further held that the absence of an underlying NDTPA claim also required the dismissal of Plaintiffs’ claim for civil conspiracy against R.J. Reynolds. 3 PA 465.

Plaintiffs now petition this Court to reinstate their claims against R.J. Reynolds for (1) violation of the NDTPA; and (2) civil conspiracy.

V. STANDARDS OF REVIEW

In reviewing an order granting a motion to dismiss under NRCP 12(b)(5), this Court applies a de novo standard of review. *See Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 227–228, 181 P.3d 670, 672 (2008). All alleged facts in the complaint are presumed as true, and this Court will draw all inferences in favor of the complainant. *Id.* Dismissing a complaint is appropriate “only if it appears beyond a doubt that [the plaintiff] could prove no set of facts, which, if true, would entitle [the plaintiff] to relief.” *Id.* Thus, the standard for reviewing a dismissal under NRCP 12(b)(5) is “rigorous” since the Court “must” construe the pleading liberally. *See Simpson v. Mars Inc.*, 113 Nev. 188, 190, 929 P.2d 966, 967 (1997) (citing *Vacation Village v. Hitachi America*, 110 Nev. 481, 484, 874 P.2d 744, 746 (1994)).

A writ of mandamus is available “to compel the performance of an act that the law requires . . . or to control an arbitrary or capricious exercise of discretion.” *Int’l Game Tech., Inc. v. Second Judicial Dist. Court*, 124 Nev. 193, 197, 179 P.3d

556, 558 (2008). Where there is no plain, speedy, and adequate remedy in the ordinary course of law, extraordinary relief may be available. *Id.*

“A writ of prohibition may issue to arrest the proceedings of a district court exercising its judicial functions when such proceedings are in excess of the jurisdiction of the district court.” *Club Vista Fin. Servs., LLC v. Eighth Judicial Dist. Court*, 128 Nev. 224, 228, 276 P.3d 246, 249 (2012). “A writ of prohibition is an extraordinary remedy, and therefore, the decision to entertain the petition lies within [this Court’s] discretion.” *Daane v. Eighth Judicial Dist. Court*, 127 Nev. 654, 655, 261 P.3d 1086, 1087 (2011).

This Court will exercise its discretion to consider writ petitions, when an important issue of law needs clarification, and this Court’s review would serve considerations of public policy, sound judicial economy, and administration. *See Dayside Inc. v. First Judicial Dist. Court*, 119 Nev. 404, 407, 75 P.3d 384, 386 (2003), *overruled on other grounds by Countrywide Home Loans, Inc. v. Thitchener*, 124 Nev. 725, 192 P.3d 243 (2008). “One such instance is when a writ petition offers this court a unique opportunity to define the precise parameters of . . . a statute that this court has never interpreted.” *Diaz v. Eighth Judicial Dist. Court*, 116 Nev. 88, 93, 993 P.2d 50, 54 (2000).

Issues of statutory interpretation are questions of law that this Court reviews *de novo*, even in the context of a writ petition. *See State v. Second Judicial Dist.*

Court (Ayden A.), 132 Nev. 352, 355, 373 P.3d 63, 65 (2016) (citing *Int'l Game Tech.*, 124 Nev. at 198, 179 P.3d at 559).

VI. LEGAL ARGUMENT

A. THE DISTRICT COURT ERRED BY DISMISSING PLAINTIFFS' CLAIM AGAINST R.J. REYNOLDS FOR VIOLATION OF THE NDTPA.

1. The Plain Language of the NDTPA Supports Plaintiffs' Claim.

The primary goal of interpreting statutes is to effectuate the Legislature's intent. *See Cromer v. Wilson*, 126 Nev. 106, 109, 225 P.3d 788, 790 (2010). Courts must interpret clear and unambiguous statutes based on their plain meaning. *Id.* Indeed, "if a statute is unambiguous, this [C]ourt does not look beyond its plain language in interpreting it." *Westpark Owners' Ass'n v. Eighth Judicial Dist. Court*, 123 Nev. 349, 357, 167 P.3d 421, 427 (2007); *Picus v. Wal-Mart Stores, Inc.*, 256 F.R.D. 651, 657 (D. Nev. 2009).

The NDTPA is codified as NRS Chapter 598 (Deceptive Trade Practices), which defines "deceptive trade practice" as follows:

A person engages in a "deceptive trade practice" if, in the course of his or her business or occupation, he or she:

...

2. Knowingly makes a false representation as to the source, sponsorship, approval or certification of goods or services for sale or lease.

3. Knowingly makes a false representation as to affiliation, connection, association with or certification by another person.

...

5. Knowingly makes a false representation as to the characteristics, ingredients, uses, benefits, alterations or quantities of goods or services for

sale or lease or a false representation as to the sponsorship, approval, status, affiliation or connection of a person therewith.

...

7. Represents that goods or services for sale or lease are of a particular standard, quality or grade, or that such goods are of a particular style or model, if he or she knows or should know that they are of another standard, quality, grade, style or model.

...

15. Knowingly makes any other false representation in a transaction.

...

NRS 598.0915 (emphases added).

While “transaction” is not defined by the statute, it necessarily encompasses “sales” since the Legislature used the word in a catch-all category to penalize “any other false representation.” *Id.*; see also “transaction,” BLACK’S LAW DICTIONARY, 1802 (11th ed. 2019) (“1. The act or an instance of conducting business or other dealings; esp., the formation, performance, or discharge of a contract. 2. Something performed or carried out; a business agreement or exchange. 3. Any activity involving two or more persons. 4. *Civil law*. An agreement that is intended by the parties to prevent or end a dispute and in which they make reciprocal concessions.”).

Most importantly, “sale” is defined by the NDTPA to “include[] any sale, offer for sale or attempt to sell any property for any consideration.” NRS 598.094.

Nowhere in the NDTPA did the Legislature ever insert a product-use requirement that a plaintiff must assert in her pleadings to have standing. To the contrary, the definition of “sale” includes offers and attempts which need not be completed. *Id.* In short, the plain language of the statute prohibits and penalizes not

only deceptive trade practices resulting in an eventual purchase or use by a plaintiff, but also those committed in an offer or attempt to transact with a plaintiff. The legislative intent on this particular issue has always been unambiguous because the definition of “sale” has stood unchanged since the enactment of the NDTPA in 1973. *Id.*

The District Court erred when it read such a requirement into the NDTPA because it conflated claims under the statute with claims under the common law. In *Betsinger v. D.R. Horton, Inc.*, 126 Nev. 162, 232 P.3d 433 (2010), this Court rejected a request to read a similarly unmentioned requirement into the NDTPA. The defendant there argued that NDTPA claims must be proven by clear and convincing evidence since common law fraud claims require such a standard of proof. This Court declined and held that “[s]tatutory offenses that sound in fraud are separate and distinct from common law fraud.” *Id.* at 166. Notably, this Court agreed with an Arizona court’s analysis: “the purpose of the consumer protection statute was to provide consumers with a cause of action that was easier to establish than common law fraud....” *Id.* Therefore, this Court refused to add an additional burden onto the plaintiff alleging an NDTPA claim absent any legislative directive.

The same logic and principles apply to this case. Where there is no legislative directive to require product-purchase or product-use, the Court must abide by the plain language of the NDTPA, treat it distinctly from common law fraud, and not

insert the Court’s own requirements. *See S. Nev. Homebuilders Ass’n v. Clark Cty.*, 121 Nev. 446, 451, 117 P.3d 171, 174 (2005) (“[I]t is not the business of this court to fill in alleged legislative omissions based on conjecture as to what the legislature would or should have done.”). Here, Plaintiffs properly notified R.J. Reynolds by pleading that R.J. Reynolds both offered and attempted to sell Ms. Camacho its cigarettes over several decades through aggressive marketing efforts, event sponsorships, and deceptive public relations campaigns along with other tobacco manufacturers. 1 PA 5–19, 44–47. The pleading is sufficient; thus, the District Court erred by dismissing the NDTPA claim.

2. NRS 41.600 Provides Plaintiffs With Standing.

While this Court can and, therefore, must resolve this issue on the plain language of the NDTPA, the District Court erroneously relied on a separate argument that must be corrected. NRS 41.600(1) grants a private right of action to victims of consumer fraud, which includes deceptive trade practices as defined in NRS 598.0915, the NDTPA provision at issue. Neither the plain language nor case law commenting on NRS 41.600 has ever required a plaintiff to allege product-purchase or product-use to gain standing to make an NDTPA claim. Quite the opposite, case law proscribes such a narrow construction.

a. The Plain Language of NRS 41.600 Incorporates the NDTPA and, Therefore, Grants Standing to Plaintiffs, Despite Non-Use of R.J. Reynolds' Products.

The statutory language is as follows:

1. An action may be brought by any person who is a victim of consumer fraud.
2. As used in this section, “consumer fraud” means:
 - (a) An unlawful act as defined in NRS 119.330;
 - (b) An unlawful act as defined in NRS 205.2747;
 - (c) An act prohibited by NRS 482.36655 to 482.36667, inclusive;
 - (d) An act prohibited by NRS 482.351; or
 - (e) **A deceptive trade practice as defined in NRS 598.0915 to 598.0925, inclusive.**
3. If the claimant is the prevailing party, the court shall award the claimant:
 - (a) Any damages that the claimant has sustained;
 - (b) Any equitable relief that the court deems appropriate; and
 - (c) The claimant's costs in the action and reasonable attorney's fees.
4. Any action brought pursuant to this section is not an action upon any contract underlying the original transaction.

NRS 41.600 (emphasis added).

By referring to NRS 598.0915 in subsection 2(e), NRS 41.600 relies on the legislative scheme established by the NDTPA. Being a statute under Title 3, “Remedies; Special Actions and Proceedings,” NRS 41.600 does not specify plaintiffs with standing in each consumer fraud scenario, but instead relies on other statutes to define their own parameters of who may sue the wrongdoer. *See Del Webb Communities, Inc. v. Partington*, 652 F.3d 1145, 1152 (9th Cir. 2011) (“NRS 41.600(2) defines the kinds of actions that constitute ‘consumer fraud’ not by referring to a certain type of victim, but by cross-referencing other NRS sections defining deceptive trade practices and other offenses.”).

As discussed, the NDTPA’s plain language permits victims of deceptive trade practices to commence action as long as the defendant offered or attempted to sell a product. The two statutes do not conflict and the legislative intent is clear: one can be a victim of deceptive trade practices even if the deception occurred during an offer or an attempt that did not end in a purchase.

b. A Non-User of R.J. Reynolds’ Product Can Be a Victim under NRS 41.600.

The interplay between the NDTPA and NRS 41.600 has been addressed by various courts. The case law proscribes a narrow definition of “victim,” especially if the limitation would exclude plaintiffs who are harmed by deceptive trade practices. “Because the NDTPA is a remedial statutory scheme,” this Court should “afford [it] liberal construction to accomplish its beneficial intent.” *Poole v. Nevada Auto Dealership Investments, LLC*, 135 Nev. 280, 286–287, 449 P.3d 479, 485 (Ct. App. 2019) (citing *Welfare Div. of State Dep’t of Health, Welfare & Rehab. v. Washoe Cty. Welfare Dep’t*, 88 Nev. 635, 637 (1972)).

Here, the District Court dismissed Plaintiffs’ NDTPA claim because:

It is undisputed that Plaintiff Sandra Camacho did not purchase or use any R.J. Reynolds product. Plaintiffs therefore could not plead facts sufficient to show that R.J. Reynolds caused damage to the Sandra Camacho. Further, Plaintiffs did not plead sufficient facts alleging that Sandra Camacho had any legal relationship with R.J. Reynolds, which is also necessary to support an NDTPA claim.

3 PA 464. However, the existing body of case law—listed below—clearly shows

that these requirements of product use/purchase and legal relationship between Ms. Camacho and R.J. Reynolds should not have been read into the NDTPA and NRS 41.600.

In both *Sears v. Russell Rd. Food & Beverage, LLC*, 460 F.Supp.3d 1065, 1070 (D. Nev. 2020) and *S. Serv. Corp. v. Excel Bldg. Servs., Inc.*, 617 F.Supp.2d 1097, 1100 (D. Nev. 2007), the Nevada Federal District Court rejected the defendants' argument that the NDTPA only provides consumers a right of action. Citing to the Ninth Circuit opinion in *Del Webb Communities*, the district court held that "the role of an individual in a transaction is irrelevant so long they are a 'victim of consumer fraud...[T]o be a victim under this statute, the plaintiff need only have been 'directly harmed' by the defendant." *Sears* at 1070. Therefore, the NDTPA does not require the plaintiff to be in any legal relationship with the defendant, as the District Court ruled in the case at bar.

More importantly, the courts do not restrict the phrase "directly harmed" to mean only harm occurring between a seller and a consumer. Instead, individuals without any legal relationship with the wrongdoer may bring an action under the NDTPA if they suffered from deceptive trade practices. In *S. Serv. Corp*, the court granted standing to the defendant's business competitor, who lost several contracts to the defendant because the defendant's deceptive practices allowed it to reduce costs and underbid the competitor. In *Bates v. Dollar Loan Ctr., LLC*, No. 2:13-CV-

1731-KJD-CWH, 2014 WL 3516260, at *3 (D. Nev. July 15, 2014), the court granted standing to a plaintiff who suffered invasion of privacy, due to the defendant's deceptive practices, even though the plaintiff was not the borrower from Dollar Loan Center but merely the borrower's credit reference. Indeed, the Ninth Circuit construes the NDTPA to provide standing even beyond consumers and competitors. *See Del Webb Communities*, 652 F.3d at 1153 ("There is no basis in the text of NRS 41.600 or in *Southern Service* to limit standing to a group broader than consumers but no broader than business competitors.").

The District Court's ruling flies in the face of these decisions. If the NDTPA does not restrict standing to only consumers, how can it restrict standing to a subset of consumers (either purchasers or users)? *See* "consumer" BLACK'S LAW DICTIONARY, 395 (11th ed. 2019) ("1. Someone who buys goods or services for personal, family, or household use, with no intention of resale; a natural person who uses products for personal rather than business purposes. 2. Under some consumer-protection statutes, any individual.").

The Nevada Federal District Court's analysis in *Prescott v. Slide Fire Sols., LP*, 410 F.Supp.3d 1123, 1145–1146 (D. Nev. 2019) is particularly instructive because it highlights the difference between the too-attenuated commercial injuries the plaintiff suffered there and the direct harm Ms. Camacho suffered in the case at bar. *Prescott* arose from the mass shooting that occurred during the Route 91

Harvest Music Festival in 2017. Dismissing the NDTPA claim, the court wrote:

courts have found standing under NRS 41.600 beyond just “business competitors” of a defendant or “consumers” of a defendant’s goods or services....

Here, Plaintiffs allege that Slide Fire... caused them commercial injury by: (1) creating the “false and misleading impression that the bump stock device could be used by members of the public for a lawful, safe purpose”; and (2) “displaying the ‘ATF approved’ legend on its homepage ... [thereby] knowingly creat[ing] the false and misleading impression that the ATF letter was an official approval of the legality of the bump stock.” ... These allegations do not, however, reveal a direct harm of commercial injury by Slide Fire’s actions. According to the Amended Complaint, it was not the false statement about the lawfulness of a bump stock device or ATF’s approval that “deprived Plaintiffs of their commercial business”; it was the “emotional trauma they experienced as a result of defendants’ sale of the bump stock device *and* its subsequent use by the shooter.” ... Thus, while NRS 598.0915(5) is not limited to only consumers or competitors of a defendant, Plaintiffs’ alleged commercial injuries here are too attenuated to establish standing for this claim.

Id at 1145.

Whereas the plaintiffs in *Prescott* failed to claim that the defendant’s false statement deprived them of their commercial business, Plaintiffs at bar enumerated a long list of deceptive practices by R.J. Reynolds and the other Defendants that concealed the dangers of smoking, addicted Ms. Camacho to cigarettes, and led to her laryngeal cancer. 1 PA 99–101. Causation is clearly alleged.

R.J. Reynolds’ deceptive practices directly harmed Ms. Camacho, independent of its products. That is the basis for Plaintiffs’ NDTPA claim. In light of *Del Webb Communities, S. Serve Corp., Bates, Sears, and Prescott*, the District

Court erred by reading restrictions into the NDTPA and NRS 41.600 where there is no legislative directive to do so and broad construction is proper. *See S. Nev. Homebuilders Ass’n*, 121 Nev. at 451, 117 P.3d at 174 (“[I]t is not the business of this court to fill in alleged legislative omissions based on conjecture as to what the legislature would or should have done.”).

B. THE DISTRICT COURT ALSO ERRED BY DISMISSING PLAINTIFFS’ CLAIM AGAINST R.J. REYNOLDS FOR CIVIL CONSPIRACY.

1. Civil Conspiracy Extends Liability Beyond the Active Wrongdoer.

“A civil conspiracy claim operates to extend, beyond the active wrongdoer, liability in tort to actors who have merely assisted, encouraged or planned the wrongdoer's acts.” *Flowers v. Carville*, 266 F. Supp. 2d 1245, 1249 (D. Nev. 2003) (citing 16 AM.JUR. 2D, *Conspiracy*, § 57 (1998)).

This tort creates a cause of action against “a combination of two or more persons who, by some concerted action, intend to accomplish an unlawful objective for the purpose of harming another, and damage results from the act or acts.” *Consol. Generator-Nevada v. Cummins Engine Co.*, 114 Nev. 1304, 1311 (1998) (citation omitted). The essence of civil conspiracy is damages which result from the tort underlying the conspiracy, not the legal relationship between the tortfeasor and the victim. *See* 16 AM.JUR. 2D, *Conspiracy*, § 57 (1998); *Flowers*, 266 F. Supp. 2d at 1249.

As the Supreme Court of California noted and the Ninth Circuit agreed:

In such an action the major significance of the conspiracy lies in the fact that it renders each participant in the wrongful act responsible as a joint tortfeasor for all damages ensuing from the wrong, **irrespective of whether or not he was a direct actor and regardless of the degree of his activity.**

Doctors' Co. v. Superior Court, 49 Cal. 3d 39, 40 (1989) (emphasis added); *see also Harrell v. 20th Century Ins. Co.*, 89-56261, 1991 WL 83396 (9th Cir. 1991) (unpublished).

Plaintiffs' civil conspiracy claim against R.J. Reynolds seeks to redress the exact type of malfeasance for which this tort is designed. While Ms. Sandra Camacho has never bought or used R.J. Reynolds' cigarettes, she was harmed by its conspiratorial conduct with the other Defendants. Under this claim, Ms. Camacho does not sue R.J. Reynolds for any product liability, but for its efforts with the other tobacco manufacturers to sustain a misinformation campaign over half of a century. In this case, R.J. Reynolds is not liable for selling her cigarettes, but for conspiring to misrepresent the state of scientific knowledge and to conceal what Defendants all knew to be the harm of smoking.

2. Once this Court Recognizes the Viability of Plaintiffs' Claim for Violation of the NDTPA Against R.J. Reynolds, the Court Should Also Reinstate Plaintiffs' Conspiracy Claim Against R.J. Reynolds.

In Nevada, "an underlying cause of action for fraud is a necessary predicate to a cause of action for conspiracy to defraud." *Jordan v. State ex rel. Dept. of Motor*

Vehicles & Pub. Safety, 121 Nev. 44, 75, 110 P.3d 30, 51 (2005), *abrogated on other grounds by Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 228 n.6, 181 P.3d 670, 672 n.6 (2008).

The District Court correctly recognized that the NDTPA claim suffices as a predicate for the civil conspiracy claim. In *Cadle Co. v. Woods & Erickson, LLP*, 131 Nev. 114, 118, 345 P.3d 1049, 1052 (2015), this Court clarified that the “unlawful objective” component of a civil conspiracy claim is not necessarily a tort claim. And, the “state of mind” component for a civil conspiracy claim is usually inappropriate for disposition by motion. *See Collins v. Union Fed. S&L Ass’n*, 99 Nev. 284, 303, 662 P.2d 610, 622 (1983). As such, when the District Court concluded that the NDTPA claim against the other two Defendants to be cognizable, it also denied their motion to dismiss the civil conspiracy claim. 3 PA 381. Thus, Plaintiffs’ NDTPA claim against R.J. Reynolds is valid and sufficiently pled. Therefore, this Court should reinstate Plaintiffs’ NDTPA and civil conspiracy claims against R.J. Reynolds.

VII. CONCLUSION

Plaintiffs’ NDTPA claim is supported by the plain language of both the NDTPA and NRS 41.600. Because the District Court erred by reading a narrower restriction into the statutes in the absence of any legislative directive and in contradiction to established caselaw, this Court should reinstate Plaintiffs’ NDTPA

claim. Since Plaintiffs' NDTPA claim suffices as a predicate, this Court should also reinstate their second claim for civil conspiracy.

Dated this 23rd day of March 2021.

CLAGGETT & SYKES LAW FIRM

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**DECLARATION OF MICAH S. ECHOLS, ESQ. IN SUPPORT OF
PETITION FOR WRIT OF MANDAMUS OR PROHIBITION**

Micah S. Echols, Esq., being first duly sworn, deposes and says:

1. I am an attorney with Claggett & Sykes Law Firm and attorney of record for Petitioners, Sandra Camacho and Anthony Camacho (“Plaintiffs”), in the above-captioned case. I have personal knowledge of the matters stated in this declaration, except for those stated upon information and belief. To those matters stated upon information and belief, I believe them to be true. I am competent to testify as to the facts stated herein in a court of law and will do so if called upon.

2. I certify and affirm that this petition for writ of mandamus or prohibition is filed in good faith, and that Plaintiffs have no plain, speedy, and adequate remedy in the ordinary course of law that they could pursue in absence of the extraordinary relief requested.

Dated this 23rd day of March 2021.

/s/ Micah S. Echols
Micah S. Echols, Esq.

CERTIFICATE OF COMPLIANCE

1. I hereby certify that this brief complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and the type-style requirements of NRAP 32(a)(6) because this brief has been prepared in a proportionally spaced typeface using Microsoft Word 2016 in 14-point Times New Roman font.

2. I further certify that this brief complies with the page- or type-volume limitations of NRAP 32(a)(7) because, excluding the parts of the brief exempted by NRAP 32(a)(7)(C), it is either:

☒ proportionally spaced, has a typeface of 14 points or more and contains 5,954 words; or

☐ does not exceed _____ pages.

3. Finally, I hereby certify that I have read this brief, and to the best of my knowledge, information and belief, it is not frivolous or interposed for any improper purpose. I further certify that this brief complies with all applicable Nevada Rules of Appellate Procedure, in particular NRAP 28(e)(1), which requires every assertion in the brief regarding matters in the record to be supported by a reference to the page and volume number, if any, of the transcript or appendix where the matter relied on is to be found. I understand that I may be subject to sanctions in the event that the

accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

Dated this 23rd day of March 2021.

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing **PETITION FOR WRIT OF MANDAMUS OR PROHIBITION** and **PETITIONERS' APPENDIX (Volumes 1–3)** were filed electronically with the Supreme Court of Nevada on the 23rd day of March 2021. Electronic service of the foregoing document shall be made in accordance with the Master Service List as follows:

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I further certify that the foregoing documents were mailed via U.S. Mail to
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/s/ Anna Gresl
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