



# WAIVER OF SOVEREIGN IMMUNITY BY GOVERNMENT-OWNED TOBACCO COMPANY

WHEREAS, the Government of the country of \_\_\_\_\_ directly  
owns, in whole or majority part, the following company(ies) [List the company names of the manufacturer and/or  
distributor below]:

Manufacturer: \_\_\_\_\_  
Distributor: \_\_\_\_\_

WHEREAS, \_\_\_\_\_ was formed for all business and commercial  
purposes allowed under the laws of the country of \_\_\_\_\_, including the  
manufacture of cigarette and tobacco products and the export and sale of cigarette and tobacco products in the  
United States, and specifically the State of California;

WHEREAS, \_\_\_\_\_ has applied to the State of California to  
be placed on the State of California Directory of compliant tobacco manufacturers whose products may be legally  
sold in the State of California ("California Tobacco Directory");

WHEREAS, pursuant to California Business and Professions Code section 22979(a), every manufacturer  
and importer must obtain and maintain a license to engage in the sale of cigarettes, and as one condition for  
obtaining and maintaining such license, all manufacturers and importers shall waive any sovereign immunity  
defense that may apply to any enforcement action brought by the Attorney General or the Board of Equalization  
to enforce Division 8.6 of the Business and Professions Code, sections 104555 to 104557, inclusive of the Health  
and Safety Code, Part 13 (commencing with section 30001) of Division 2 of the Revenue and Taxation Code,  
and regulations adopted pursuant to these laws;

WHEREAS, the State of California requires that all tobacco manufacturers on the California Tobacco  
Directory either sign the Master Settlement Agreement and make payments pursuant to that agreement or make  
escrow deposits as required by the California reserve fund statute (Health & Safety Code, sections  
104555-104557);

WHEREAS, because of the ownership of \_\_\_\_\_ and of  
\_\_\_\_\_ by Government of the country of \_\_\_\_\_  
these entities may be shielded by government sovereign immunity or treaty rights from full enforcement and  
remedies available against tobacco manufacturers; and

WHEREAS, because the protection afforded by government sovereign immunity and treaty rights may  
include immunity from suit, liability, judgment and collection, including enforcement of judgments on the  
government-owned companies by way of attachment of properties or otherwise, the State of California requires  
that \_\_\_\_\_ and \_\_\_\_\_, their  
owners and the Government of \_\_\_\_\_ waive sovereign immunity and  
treaty rights.



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THEREFORE, the Government of \_\_\_\_\_, through its ambassador to the United States, \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, waives sovereign immunity and treaty rights of the country of \_\_\_\_\_ as follows:

The Government of \_\_\_\_\_ hereby expressly waives its sovereign immunity and treaty rights against suit, liability, judgment and collection with respect to the foregoing government-owned companies' obligations and duties under the reserve fund statute (Health & Saf. Code, § 104555 et seq.), the Cigarette and Tobacco Products Tax Law (Rev. & Tax. Code, Div. 2, Part 13, (§ 30001 et seq.)), the California tobacco directory law (Rev. & Tax. Code, § 30165.1), the California Cigarette and Tobacco Products Licensing Act of 2003 (Bus. & Prof. Code, § 22970 et seq.), and regulations implementing those laws.

The Government of \_\_\_\_\_ and the foregoing companies recognize and agree that the foregoing regulatory laws (reserve fund statute, the Cigarette and Tobacco Product Tax Law, tobacco directory law, and the California Cigarette and Tobacco Products Licensing Act of 2003) are applicable to commercial activities involving cigarettes and tobacco products, which require (1) the creation of a reserve fund, (2) qualifying for listing on a directory of compliant tobacco companies, and (3) state licensing, apply equally to everyone, including the Government of \_\_\_\_\_ and are commercial regulations that impose their restrictions on commercial activity, within the meaning of the federal Foreign Sovereign Immunities Act of 1976 (28 U.S.C. section 1605(a)(2)), for a public purpose. In so waiving its immunity, the Government of \_\_\_\_\_ recognizes and agrees that any suits, or administrative actions brought against \_\_\_\_\_ and \_\_\_\_\_ or the Government of \_\_\_\_\_ relating to the duties and obligations referenced above, may be brought in the California Superior Court, and that all such actions and proceedings shall be governed by California's substantive and procedural law.

Finally, for the actions described in this waiver, the Government of \_\_\_\_\_ agrees to the jurisdiction of the California Superior Court over their persons, waives personal service of process, and agrees that service of process by certified or registered mail, return receipt requested, to the following address shall constitute adequate service:

[Manufacturer's or Distributor's Name] \_\_\_\_\_  
[Street Address or P.O. Box] \_\_\_\_\_  
[City and State, Postal Code] \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
[Signature of Ambassador to the United States] \_\_\_\_\_ [Printed name of Ambassador to the United States]  
of the Country of \_\_\_\_\_.