



Certification Year:
2020

**STATE OF LOUISIANA
IMPORTER ACCEPTANCE OF JOINT AND SEVERAL LIABILITY,
APPOINTMENT OF REGISTERED AGENT FOR SERVICE OF PROCESS
AND CONSENT TO PERSONAL JURISDICTION
PURSUANT TO LSA-R.S. 13:5073**

Effective August 1, 2013, all importers of brand families of Nonparticipating Manufacturers located outside of the United States are required to provide a declaration that states the following: (1) the importer accepts joint and several liability with the Nonparticipating Manufacturer for all obligations to place funds into a qualified escrow account, as well as payment of penalties and payment of reasonable costs and expenses of investigation and prosecution; (2) the importer consents to personal jurisdiction in Louisiana for purposes of claims arising from (1) above; and (3) the importer has appointed a registered agent for service of process in Louisiana. These declarations are required to be provided before the Certification will be acted upon.

Please complete this form and mail to the address below along with the Nonparticipating Manufacturer's completed Certification.

Importer Information:

Company: _____

Address: _____

Address: _____

Phone: _____ FAX: _____

Contact: _____

Title: _____ Email: _____

Federal Tobacco Importer Number: _____

Is the importer represented by counsel: Yes No

Identification of Counsel for Importer (if applicable):

Counsel: _____
Firm: _____
Address: _____
Address: _____
Phone: _____
FAX: _____
Email: _____

Nonparticipating Manufacturer for Whom Liability is Being Accepted by Importer:

Company: _____
Address: _____
Address: _____
Phone: _____
FAX: _____
Contact: _____
Title: _____
E-mail: _____

Brand Families of Nonparticipating Manufacturer Being Imported:

Are these brand families imported pursuant to: Written Contract Oral Agreement

If the brand families are imported pursuant to written contract, please provide a copy of the contract.

Importer's Agent for Service of Process in Louisiana (*For Companies that have not registered to do business in this state with the Louisiana Secretary of State*):

Any importer that has not registered to do business in Louisiana is required to appoint and continually engage without interruption the services of an agent in this state to act as agent for the service of process on whom all process and any action or proceeding against it concerning or arising out of the enforcement of La. R.S. 13:5061 *et seq.* and La. R.S. 13:5071 *et seq.* may be served in any manner authorized by law. **Any importer who has not appointed and engaged an agent as required pursuant to La. R.S. 13:5074 shall be deemed to have appointed the Louisiana Secretary of State as such agent for these purposes.**

Agent Name: _____

Company: _____

Address: _____

Address: _____

Phone: _____ FAX: _____

Email: _____

- Attach proof that this Louisiana agent for service of process has been appointed and continually engaged in this state to act as agent for service of process on whom all process and any action or proceeding against the importer concerning or arising out of the enforcement of La. R.S. 13:5071 *et seq.* and La. R.S. 13:5061 *et seq.* may be served in any manner authorized by law.

Importer's Certifications:

Pursuant to La. R.S. 13:5071 *et seq.* as amended by Act 221 of 2013, the importer identified herein hereby accepts joint and several liability with the Nonparticipating Manufacturer identified herein for deposit of all escrow obligations due, payment of all civil penalties imposed, and all costs and attorney's fees assessed for escrow liability

under La. R.S. 13:5061 *et seq.* and 13:5071 *et seq.* for all sales of cigarettes and roll-your-own imported by the aforesaid importer and occurring in the State of Louisiana. This acceptance of joint and several liability shall remain effective until the importer withdraws in writing from this obligation by providing thirty (30) days advance written notice by registered mail to the State of Louisiana, through the Department of Justice, Tobacco Settlement Enforcement Unit. The thirty (30) day time period shall begin to run on the day following receipt of notice by the Tobacco Settlement Enforcement Unit. The withdrawal shall not release the importer for any liability existing hereunder at the time of the effective date of the withdrawal and the importer shall remain responsible, along with the Nonparticipating Manufacturer, for all obligations in existence as of the effective date of the withdrawal, to include liability for escrow payments, civil penalties, costs and attorney's fees, even though no cause of action has accrued at the time of the withdrawal.

The above-named importer does hereby consent to personal jurisdiction in any court of competent jurisdiction in Louisiana for the purposes of claims brought by the state for payment of escrow obligations into a qualified escrow account, civil penalties, costs and attorney's fees that may be imposed in connection with litigation instituted in connection with a breach of obligations pursuant to La. R.S. 13:5061 *et seq.* and/or La. R.S. 13:5071 *et seq.* Furthermore, the importer hereby appoints the registered agent identified herein for service of process, as detailed above, for purposes of claims described herein. The importer further attests that thirty (30) days prior to the termination of the authority of its Louisiana agent for service of process, it will provide notice to the Louisiana Attorney General and Secretary of the Louisiana Department of Revenue and, not less than five (5) calendar days prior to the termination of an existing agent appointment, will provide proof to the satisfaction of the Louisiana Attorney General of the appointment of a new agent for service of process in Louisiana. The importer further understands and agrees that if no such registered agent for service of process is identified, then the importer shall be deemed to have appointed the Louisiana Secretary of State as such agent, and may be proceeded against in the courts in Louisiana by service of process upon the Louisiana Secretary of State and service in such a manner shall be considered valid service on said importer. The importer further attests that it will maintain all invoices and documentation

of sales for a period of five (5) years, unless otherwise required by law to maintain them for a greater period of time.

Under penalty of perjury, I state that the information contained herein, including all supporting information and attachments, is true, complete and accurate.

Importer:

Signature of Authorized Agent: _____

Name of Authorized Agent: _____

Title: _____

Notary:

Signature of Notary Public: _____

Date: _____

Parish or County of: _____

Sworn and Subscribed before me on this date: _____

My Commission Expires: _____

Affix Notary

Seal Here

MAIL THIS COMPLETED FORM TO:

**ATTORNEY GENERAL JEFF LANDRY
LOUISIANA DEPARTMENT OF JUSTICE
TOBACCO SETTLEMENT ENFORCEMENT UNIT
POST OFFICE BOX 94005
BATON ROUGE, LOUISIANA 70804-9005**