

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
CENTRAL DIVISION

-----X
STATE OF MISSOURI, ex rel.
Attorney General JEREMIAH W. (JAY) NIXON,

STATE OF ALABAMA, ex rel.
Attorney General BILL PRYOR,

STATE OF ALASKA, ex rel.
Attorney General BRUCE M. BOTELHO,

STATE OF ARIZONA, ex rel.
Attorney General GRANT WOODS,

STATE OF ARKANSAS, ex rel.
Attorney General WINSTON BRYANT,

STATE OF CALIFORNIA, ex rel.
Attorney General DANIEL E. LUNGREN,

STATE OF COLORADO, ex rel.
Attorney General GALE A. NORTON,

STATE OF CONNECTICUT, ex rel.
Attorney General RICHARD BLUMENTHAL,

STATE OF DELAWARE, ex rel.
Attorney General M. JANE BRADY,

DISTRICT OF COLUMBIA, ex rel.
Corporation Counsel CHARLES F.C. RUFF,

STATE OF FLORIDA, ex rel.
Attorney General ROBERT A. BUTTERWORTH,

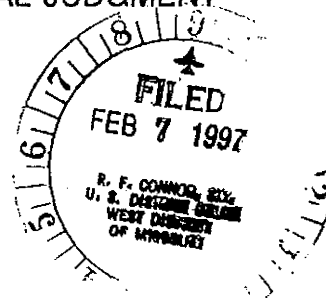
STATE OF GEORGIA, ex rel.
Attorney General MICHAEL J. BOWERS,

STATE OF HAWAII, ex rel.
Attorney General MARGERY S. BRONSTER,

CASE NO.

97 4024-CV-C. *Seri*

CONSENT DECREE
and
FINAL JUDGMENT



ORIGINAL

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STATE OF IDAHO, ex rel.
Attorney General ALAN G. LANCE,

STATE OF ILLINOIS, ex rel.
Attorney General JIM RYAN,

STATE OF INDIANA, ex rel.
Attorney General JEFFREY A. MODISSETT,

STATE OF IOWA, ex rel.
Attorney General THOMAS J. MILLER,

STATE OF KANSAS, ex rel.
Attorney General CARLA J. STOVALL,

COMMONWEALTH OF KENTUCKY, ex rel.
Attorney General A.B. CHANDLER III,

STATE OF LOUISIANA, ex rel.
Attorney General RICHARD P. IEYOUB,

STATE OF MAINE, ex rel.
Attorney General ANDREW KETTERER,

STATE OF MARYLAND, ex rel.
Attorney General J. JOSEPH CURRAN, JR.,

COMMONWEALTH OF MASSACHUSETTS, ex rel.
Attorney General SCOTT HARSHBARGER,

STATE OF MICHIGAN, ex rel.
Attorney General FRANK J. KELLEY,

STATE OF MINNESOTA, ex rel.
Attorney General HUBERT H. HUMPHREY III,

STATE OF MISSISSIPPI, ex rel.
Attorney General MIKE MOORE,

STATE OF MONTANA, ex rel.
Attorney General JOSEPH P. MAZUREK,

STATE OF NEBRASKA, ex rel.
Attorney General DON STENBERG,

STATE OF NEVADA, ex rel.
Attorney General FRANKIE SUE DEL PAPA,

STATE OF NEW HAMPSHIRE, ex rel.
Attorney General JEFFREY R. HOWARD,

STATE OF NEW JERSEY, ex rel.
Attorney General PETER VERNIERO,

STATE OF NEW MEXICO, ex rel.
Attorney General TOM UDALL,

STATE OF NEW YORK, ex rel.
Attorney General DENNIS C. VACCO,

STATE OF NORTH CAROLINA, ex rel.
Attorney General MICHAEL F. EASLEY,

STATE OF NORTH DAKOTA, ex rel.
Attorney General HEIDI HEITKAMP,

STATE OF OHIO, ex rel.
Attorney General BETTY D. MONTGOMERY,

STATE OF OKLAHOMA, ex rel.
Attorney General W.A. DREW EDMONDSON,

STATE OF OREGON, ex rel.
Attorney General HARDY MYERS,

COMMONWEALTH OF PENNSYLVANIA, ex rel.
Attorney General D. MICHAEL FISHER,

COMMONWEALTH OF PUERTO RICO, ex rel.
Attorney General JOSE FUENTES AGOSTINI,

STATE OF RHODE ISLAND, ex rel.
Attorney General JEFFREY B. PINE,

STATE OF SOUTH CAROLINA, ex rel.
Attorney General CHARLES MOLONY CONDON,

STATE OF SOUTH DAKOTA, ex rel.
Attorney General MARK W. BARNETT,

STATE OF TENNESSEE, ex rel.
Attorney General CHARLES W. BURSON,

STATE OF TEXAS, ex rel.
Attorney General DAN MORALES,

STATE OF UTAH, ex rel.
Attorney General JAN GRAHAM,

STATE OF VERMONT, ex rel.
Attorney General JEFFREY L. AMESTOY,

COMMONWEALTH OF VIRGINIA, ex rel.
Attorney General JAMES S. GILMORE, III,

STATE OF WASHINGTON, ex rel.
Attorney General CHRISTINE O. GREGOIRE,

STATE OF WEST VIRGINIA, ex rel.
Attorney General DARRELL V. MCGRAW, JR.,

STATE OF WISCONSIN, ex rel.
Attorney General JAMES E. DOYLE,

STATE OF WYOMING, ex rel.
Attorney General WILLIAM U. HILL,

Plaintiffs,

v.

AMERICAN CYANAMID COMPANY,

Defendant.

-----X

CONSENT DECREE and FINAL JUDGMENT

Plaintiffs, the States of Missouri, Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming, and the District of Columbia and Puerto Rico, commenced this action on the 30th day of January, 1997, and the defendant American Cyanamid Company was duly served with copies of the Summons and Complaint; and

Plaintiffs, by their respective Attorneys General, and defendant American Cyanamid Company, have agreed to entry of this Consent Decree and Final Judgment, and without this Consent Decree and Final Judgment constituting any evidence against or admission by any party with respect to any matter or issue raised in the Complaint;

Now, therefore, prior to taking any testimony, and without trial or adjudication of any issue of fact or law, and upon the consent of the parties hereto,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I. JURISDICTION

This Court has jurisdiction over the subject matter of this action and over each of the parties hereto. The Complaint states a claim upon which relief may be granted against

Defendant under 15 U.S.C. section 1, 15 U.S.C. section 26, and related pendent state antitrust claims.

II. DEFINITIONS

As used in this Consent Decree and Final Judgment:

A. "American Cyanamid" or "Defendant" means American Cyanamid Company and its affiliates, subsidiaries, divisions and other organizational units of any kind that sold crop protection chemicals as those chemicals are defined herein; their successors and assigns; their officers, directors, employees, agents, representatives and other persons acting on their behalf.

B. "Crop Protection Chemicals" (hereinafter "CPC") means chemical products that are used, among other things, to control or eliminate unwanted disease, insects, plants, and fungi around crops.

C. "Dealer" means any person, corporation or entity not owned by American Cyanamid, that in the course of its business purchases any CPC from American Cyanamid or a distributor and sells that CPC in or into the United States of America.

D. "Plaintiffs," "Plaintiff States" and "States" are used interchangeably and mean those States (including the District of Columbia and the Commonwealth of Puerto Rico) filing this action, by and through their Attorneys General, in their sovereign capacities.

E. "Rebate" means a payment of money by Defendant to a dealer based, in whole or in part, on the dealer's conduct or performance;

F. "Resale Price" means any price, price floor, price ceiling, price range, mark-up formula, discount or margin of profit used by any dealer for pricing any CPC. "Resale price"

includes, but is not limited to, any established or customary resale price.

III. APPLICABILITY

The provisions of this Consent Decree and Final Judgment shall apply to Defendant and to its successors, assigns, subsidiaries, affiliates, directors, officers, managers, agents, and employees, and to all other persons in active concert or participation with any of them who receive actual notice of this Consent Decree and Final Judgment by personal service or otherwise.

IV. INJUNCTION

For a period of ten (10) years from the date of entry of this Consent Decree and Final Judgment, Defendant, directly or indirectly, or through any person or entity in active concert or participation with Defendant who receives notice of the terms of this Consent Decree and Final Judgment, in connection with the manufacturing, offering for sale, sale, or distribution of any CPC in or into the United States of America, is hereby enjoined and restrained from, directly or indirectly:

A. Conditioning the payment of any rebate or other incentive to any dealer, in whole or in part, on the resale price at which the dealer offers for sale or sells any CPC; or

B. Otherwise agreeing with any dealer to control or maintain the resale price at which the dealer may offer for sale or sell any CPC.

V. DISCLAIMER

It is further ordered that, for a period of three (3) years from the date on which this order is entered, Defendant shall clearly and conspicuously state the following on any list, advertising, book, catalogue, or promotional material where it has suggested any resale price for any CPC to any dealer:

ALTHOUGH AMERICAN CYANAMID MAY SUGGEST RESALE
PRICES FOR PRODUCTS, DEALERS ARE FREE TO DETERMINE
ON THEIR OWN THE PRICES AT WHICH THEY WILL SELL
AMERICAN CYANAMID PRODUCTS.

VI. PAYMENT TO THE STATES

A. In complete settlement of all of the States' claims set forth in the Complaint, Defendant shall pay to the States the settlement sum of a total of seven million three hundred thousand dollars (\$7.3 million). Such payment shall be made to the Attorney General of New Mexico, either by certified check or by wire transfer within ten (10) business days after Defendant receives notice of the court's entry of this Consent Decree and Final Judgment. A portion of the settlement sum shall be deposited in the previously-established account at the National Association of Attorneys General to enhance future state antitrust enforcement. An additional portion of the settlement sum shall be apportioned among those states identified in **Appendix A** and shall be used to benefit the agricultural community in individual states, at the sole discretion of the Attorney General of each State so designated. Each designation is

specified in **Appendix A**, attached hereto and incorporated by reference in this Consent Decree and Final Judgment.

B. The remainder of the settlement sum not covered by paragraph A, shall be apportioned among the states in the amounts determined exclusively by the attorneys general of the States as indicated on **Appendix B**, attached hereto and incorporated by reference in this Consent Decree and Final Judgment. Each State's share of the amount indicated in **Appendix B** shall be used by such state for one or more of the following six (6) purposes, as determined by the attorney general of each such state at his or her exclusive option, and as otherwise consistent with law:

1. Reimbursement of the costs and expenses of this investigation that were incurred by such states or their agencies;
2. Antitrust, or consumer protection enforcement by the attorney general of such state;
3. Deposit into a state antitrust/consumer protection revolving account for use in accordance with the state laws governing that account;
4. Deposit into a fund exclusively dedicated to assisting the state attorney general to defray the cost of experts, economists, and consultants in multistate antitrust investigations and litigations;
5. Deposit into the National Association of Attorneys General Antitrust Education and Training Fund; and/or
6. Such other use the respective States' attorneys general deem appropriate.

VII. JURISDICTION RETAINED

Jurisdiction is retained by this Court during the term of this Consent Decree and Final Judgment for the purpose of enabling any party to this Consent Decree and Final Judgment to apply at any time for such further orders and directions as may be necessary or appropriate, including orders and directions for the construction of any of the provisions of this Consent Decree and Final Judgment or of the Settlement Agreement filed herewith, for the enforcement of compliance with this Consent Decree and Final Judgment or with the Settlement Agreement filed herewith, and for the punishment of violations hereof, or for modification.

VIII. COMPLIANCE WITH CONSENT DECREE

A. For purposes of determining or securing compliance with this Consent Decree and Final Judgment, representatives of the undersigned states shall be permitted, upon written request and reasonable notice, subject to the right of American Cyanamid to have counsel present, and subject to any legally recognized privilege, during normal office hours to inspect and copy all files, sales records, contracts, correspondence, memoranda, journals, minutes, agendas, calendars, books, accounts, advertising copy or other documents, or electronically stored files, in the possession or under the control of American Cyanamid relating to the subject matter of this Consent Decree and Final Judgment.

B. In addition to the rights and obligations for monitoring compliance with this Consent Decree and Final Judgment, American Cyanamid shall:

1. Distribute, in a timely manner, a copy of the injunctive provisions of this Consent Decree and Final Judgment to all of its officers, management employees, dealers,

distributors, agents, and representatives having sales or policy responsibilities with respect to CPC sold in or into the United States of America.

2. For a period of three (3) years after the date on which this Consent Decree and Final Judgment becomes final, provide the letter attached as **Appendix C**, together with a copy of this Consent Decree and Final Judgment, to each person who becomes an officer, management employee, agent, or representative having sales or policy responsibilities with respect to American Cyanamid's CPC sold in or into the United States of America, within thirty (30) days of the commencement of such person's employment or affiliation with American Cyanamid.

3. Require each of its officers, management employees, agents, and representatives having sales or policy responsibilities with respect to American Cyanamid's CPC sold in or into the United States of America, to sign and submit to American Cyanamid within thirty (30) days of the receipt thereof a statement that: (a) acknowledges receipt of this Consent Decree and Final Judgment; (b) represents that the undersigned has read and understands this Consent Decree and Final Judgment; and (c) acknowledges that the undersigned has been advised and understands that non-compliance with this Consent Decree and Final Judgment may subject American Cyanamid to penalties for violation of this Consent Decree and Final Judgment.

4. For a period of three (3) years, submit to the Chief Counsel for Antitrust Unit, Missouri Attorney General's Office, Post Office Box 899, Jefferson City, MO 65102, an annual declaration under oath, as to the fact and manner of its compliance with the provisions of this section. The declaration may be executed by a company designee who

has responsibility for ensuring compliance with this section.

C. No information or documents obtained pursuant to Section VIII shall be divulged by Plaintiffs to any person other than a duly authorized employee or agent of Plaintiffs, except for the purpose of securing compliance with this Consent Decree and Final Judgment, or as otherwise required by law.

IX. SCOPE OF CONSENT DECREE - AFFECTED PARTIES

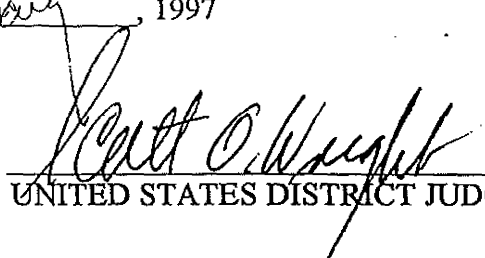
This Consent Decree and Final Judgment is entered into between the Plaintiffs and American Cyanamid for the purposes of settlement. This Consent Decree and Final Judgment and the Settlement Agreement, which are to be filed contemporaneously with the court in this case, represent the complete agreement of the parties. Except as provided herein, or in the Settlement Agreement or by operation of the judgment entered herewith, this Consent Decree and Final Judgment does not constitute a release or discharge of any person or entity from relief sought by Plaintiffs nor does this Consent Decree and Final Judgment create any rights or obligations for any person or entity that is not a party to this Consent Decree and Final Judgment.

X. PUBLIC INTEREST

The terms of this Consent Decree and Final Judgment are fair, reasonable, and adequate. Entry of this Consent Decree and Final Judgment is in the public interest. Except as provided in section VII herein, this Consent Decree and Final Judgment resolves all claims set forth in Plaintiffs' complaint against Defendant and it shall constitute a final disposition of this action as

to this Defendant. The Complaint filed herewith is in all respects hereby dismissed with respect to Defendant.

~~DONE IN OPEN COURT~~ this 7th day of February, 1997


UNITED STATES DISTRICT JUDGE

APPENDIX A

ALABAMA	\$	0
ALASKA	\$	0
ARIZONA	\$	0
ARKANSAS	\$	0
CALIFORNIA	\$	0
COLORADO	\$	0
CONNECTICUT	\$	0
DELAWARE	\$	0
DISTRICT OF COLUMBIA	\$	0
FLORIDA	\$	0
GEORGIA	\$	0
HAWAII	\$	0
IDAHO	\$	0
ILLINOIS	\$	100,000.00
INDIANA	\$	0
IOWA	\$	0
KANSAS	\$	0
KENTUCKY	\$	43,826.39
LOUISIANA	\$	0
MAINE	\$	0
MARYLAND	\$	166,323.67
MASSACHUSETTS	\$	0
MICHIGAN	\$	0
MINNESOTA	\$	0
MISSISSIPPI	\$	0
MISSOURI	\$	0
MONTANA	\$	10,000.00
NEBRASKA	\$	0
NEVADA	\$	0
NEW HAMPSHIRE	\$	0
NEW JERSEY	\$	0
NEW MEXICO	\$	251,236.39
NEW YORK	\$	200,000.00
NORTH CAROLINA	\$	189,567.93
NORTH DAKOTA	\$	100,000.00
OHIO	to be determined ¹	
OKLAHOMA	\$	0
OREGON	\$	0
PENNSYLVANIA	\$	0
PUERTO RICO	\$	0
RHODE ISLAND	\$	0
SOUTH CAROLINA	\$	0
SOUTH DAKOTA	\$	87,104.42

¹ Amount to be determined by the Ohio Attorney General and deducted from the amount in Appendix B.

APPENDIX A (cont.)

TENNESSEE	\$ 0
TEXAS	\$ 142,300.00
UTAH	\$ 0
VERMONT	\$ 10,000.00
VIRGINIA	\$ 0
WASHINGTON	\$ 215,282.31
WEST VIRGINIA	\$ 0
WISCONSIN	\$ 343,940.13
WYOMING	\$ 0

APPENDIX B

ALABAMA	\$ 10,000.00
ALASKA	\$ 10,000.00
ARIZONA	\$ 295,245.58
ARKANSAS	\$ 90,057.00
CALIFORNIA	\$ 233,952.01
COLORADO	\$ 339,254.76 ¹
CONNECTICUT	\$ 10,000.00
DELAWARE	\$ 119,208.84
DISTRICT OF COLUMBIA	\$ 10,000.00
FLORIDA	\$ 239,331.63
GEORGIA	\$ 10,000.00
HAWAII	\$ 10,000.00
IDAHO	\$ 175,122.79
ILLINOIS	\$ 107,227.21
INDIANA	\$ 10,000.00
IOWA	\$ 163,218.03
KANSAS	\$ 10,000.00
KENTUCKY	\$ 175,305.58
LOUISIANA	\$ 87,104.42
MAINE	\$ 10,000.00
MARYLAND	\$ 40,903.54
MASSACHUSETTS	\$ 75,995.13
MICHIGAN	\$ 87,104.42
MINNESOTA	\$ 175,122.79
MISSISSIPPI	\$ 10,000.00
MISSOURI	\$ 415,368.36
MONTANA	\$ 0
NEBRASKA	\$ 10,000.00
NEVADA	\$ 87,104.42
NEW HAMPSHIRE	\$ 10,000.00
NEW JERSEY	\$ 10,000.00
NEW MEXICO	\$ 0
NEW YORK	\$ 39,331.63
NORTH CAROLINA	\$ 17,659.28
NORTH DAKOTA	\$ 31,113.60
OHIO	\$ 251,236.39
OKLAHOMA	\$ 119,208.84
OREGON	\$ 471,282.31
PENNSYLVANIA	\$ 10,000.00
PUERTO RICO	\$ 10,000.00
RHODE ISLAND	\$ 10,000.00
SOUTH CAROLINA	\$ 10,000.00
SOUTH DAKOTA	\$ 0
TENNESSEE	\$ 219,131.97

¹ \$65,000.00 of this amount to be used for reimbursement of costs and attorneys fees.

APPENDIX B (cont.)

TEXAS	\$ 317,077.55
UTAH	\$ 10,000.00
VERMONT	\$ 0
VIRGINIA	\$ 119,208.84
WASHINGTON	\$ 256,000.00
WEST VIRGINIA	\$ 119,208.84
WISCONSIN	\$ 83,333.00
WYOMING	\$ 10,000.00

APPENDIX C

[AMERICAN CYANAMID LETTERHEAD]

Dear :

In January, 1997, American Cyanamid agreed, without admitting any violation of the law, to allow a federal court to enter a Consent Decree and Final Judgment prohibiting certain practices relating to the resale prices of crop protection chemicals. By agreeing to the Consent Decree and Final Judgment, American Cyanamid was able to expeditiously resolve an investigation by a number of state attorneys general into American Cyanamid's C.R.O.P. and A.P.E.X. rebate programs, which were in effect from mid-1989 through August 1995. A copy of the Consent Decree and Final Judgment is enclosed.

The Consent Decree and Final Judgment spells out our obligations in greater detail, but we want you to know and understand that our dealers can sell our products at any prices they choose. While the materials we send our dealers may contain suggested retail prices, the dealers remain free to sell our products at any prices they choose.

This letter and the enclosed Consent Decree and Final Judgment are being provided to each person who becomes an officer, management employee, agent, or representative of American Cyanamid and has sales or policy responsibilities with respect to the sale of crop protection chemicals.

Sincerely yours,

President

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
CENTRAL DIVISION

FILED
JAN 30 1997

-----X
STATE OF MISSOURI, ex rel.
Attorney General JEREMIAH W. (JAY) NIXON

CASE NO.

97

4024-CV-0

Scw

STATE OF ALABAMA, ex rel.
Attorney General BILL PRYOR,

STATE OF ALASKA, ex rel.
Attorney General BRUCE M. BOTELHO,

STATE OF ARIZONA, ex rel.
Attorney General GRANT WOODS,

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DISTRICT OF COLUMBIA, ex rel.
Corporation Counsel CHARLES F.C. RUFF,

STATE OF FLORIDA, ex rel.
Attorney General ROBERT A. BUTTERWORTH,

STATE OF GEORGIA, ex rel.
Attorney General MICHAEL J. BOWERS,

STATE OF HAWAII, ex rel.
Attorney General MARGERY S. BRONSTER,

SETTLEMENT
AGREEMENT

STATE OF IDAHO, ex rel.
Attorney General ALAN G. LANCE,

STATE OF ILLINOIS, ex rel.
Attorney General JIM RYAN,

STATE OF INDIANA, ex rel.
Attorney General JEFFREY A. MODISETT,

STATE OF IOWA, ex rel.
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STATE OF NEBRASKA, ex rel.
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STATE OF NEVADA, ex rel.
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STATE OF NEW MEXICO, ex rel.
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Attorney General DENNIS C. VACCO,

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COMMONWEALTH OF PENNSYLVANIA, ex rel.
Attorney General D. MICHAEL FISHER,

COMMONWEALTH OF PUERTO RICO, ex rel.
Attorney General JOSE FUENTES AGOSTINI,

STATE OF RHODE ISLAND, ex rel.
Attorney General JEFFREY B. PINE,

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Attorney General CHARLES MOLONY CONDON,

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COMMONWEALTH OF VIRGINIA, ex rel.
Attorney General JAMES S. GILMORE, III,

STATE OF WASHINGTON, ex rel.
Attorney General CHRISTINE O. GREGOIRE,

STATE OF WEST VIRGINIA, ex rel.
Attorney General DARRELL V. MCGRAW, JR.,

STATE OF WISCONSIN, ex rel.
Attorney General JAMES E. DOYLE,

STATE OF WYOMING, ex rel.
Attorney General WILLIAM U. HILL,

Plaintiffs,

v.

AMERICAN CYANAMID COMPANY,

Defendant.

-----X

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into this 29th day of January, 1997, by and between the Plaintiff States (States), all of which are identified in the caption of this Settlement Agreement, and American Cyanamid Company (American Cyanamid or Defendant). All parties are further defined in the Complaint and Consent Decree and Final Judgment, which are to be filed in this Court contemporaneously with this Settlement Agreement. The Consent Decree and Final Judgment is attached hereto.

The States have conducted an investigation into American Cyanamid's resale pricing practices for certain crop protection chemicals (CPC) as defined in the Complaint and Consent Decree and Final Judgment.

The States allege that certain of American Cyanamid's marketing programs and policies violated the Sherman Act, 15 U.S.C. § 1, and various related state antitrust and unfair competition laws as more completely alleged in the States' Complaint.

American Cyanamid denies that any of its conduct violated any law, including the antitrust laws of the United States or any state antitrust or unfair competition laws.

The States and American Cyanamid have determined that it is in their best interests to resolve this dispute and that all of the States' claims set forth in the Complaint should be settled in order to avoid the uncertainty, expense and delay that protracted, complex antitrust litigation would represent.

NOW, THEREFORE, without adjudication of any issue of fact or law, or admission of wrongdoing, and upon the agreement of the Parties, the Parties enter into this Settlement Agreement and agree to and understand the terms of this Settlement Agreement set forth herein.

I. DEFINITIONS

All definitions contained in the Complaint and Consent Decree and Final Judgment filed in this matter apply to this Settlement Agreement as if fully restated herein, including;

A. "American Cyanamid" or "Defendant" means American Cyanamid Company and its affiliates, subsidiaries, divisions and other organizational units of any kind that sold crop protection chemicals as those chemicals are defined herein; their successors and assigns; their officers, directors, employees, agents, representatives and other persons acting on their behalf.

B. "Crop Protection Chemicals" (hereinafter "CPC") means chemical products that are used, among other things, to control or eliminate unwanted disease, insects, plants, and fungi around crops.

C. "Dealer" means any person, corporation or entity not owned by American Cyanamid, that in the course of its business purchases any CPC from American Cyanamid or a distributor and sells that CPC in or into the United States of America.

D. "Plaintiffs," "Plaintiff States" and "States" are used interchangeably and mean the undersigned States (including the District of Columbia and the Commonwealth of Puerto Rico), by and through their Attorneys General, in their sovereign capacities.

E. "Rebate" means a payment of money by Defendant to a dealer based, in whole or in part, on the dealer's conduct or performance;

F. "Resale Price" means any price, price floor, price ceiling, price range, mark-up formula, discount or margin of profit used by any dealer for pricing any CPC. "Resale price" includes, but is not limited to, any established or customary resale price.

The following additional definitions shall also apply to this Settlement Agreement:

G. "Parties" means the signatories to this Settlement Agreement and the entities they represent.

H. "Settlement Administrator" means the Antitrust Unit of the New Mexico Attorney General's Office.

II. BENEFIT AND BINDING EFFECT

A. All of the obligations of this Settlement Agreement that are binding upon American Cyanamid shall also be binding upon its successors, assigns and legal representatives.

B. The terms of this Settlement Agreement shall be binding on, and shall inure to the benefit of, the Parties and their successors.

III. SETTLEMENT AGREEMENT AND RELATED DOCUMENTS

The Complaint, Consent Decree and Final Judgment, and this Settlement Agreement shall be filed under the same case number and relate to the same operative facts, theories and claims for relief set forth in the Complaint. This Settlement and the Consent Decree and Final Judgment reflect the agreement between the parties to settle the claims set forth in the Complaint in this matter. The terms and agreements contained in this Settlement Agreement that are not also contained in the Consent Decree and Final Judgment are in addition to the terms and agreements contained in the Consent Decree and Final Judgment. If it is determined by the parties or the court with continuing jurisdiction in this matter that a conflict exists between any provision(s) in the Consent Decree and Final Judgment and any provision(s) of this Settlement Agreement, the Consent Decree and Final Judgment shall control the agreement between the parties.

IV. DURATION OF CONSENT DECREE AND FINAL JUDGMENT
AND OF SETTLEMENT AGREEMENT

Except as provided otherwise, the terms of the Consent Decree and Final Judgment, and all other terms and agreements set forth in this Settlement Agreement, shall be in effect for a period of ten (10) years from the date of the court's final approval of the Consent Decree and Final Judgment and this Settlement Agreement.

V. PAYMENT TO THE STATES

A. In complete settlement of all of the States' claims set forth in the complaint, Defendant shall pay to the States the settlement sum of a total of seven million three hundred thousand dollars (\$7.3 million). Such payment shall be made to the Attorney General of New Mexico, either by certified check or by wire transfer within ten (10) business days after Defendant receives notice of the court's entry of the Consent Decree and Final Judgment. A portion of the settlement sum shall be deposited in the previously-established account at the National Association of Attorneys General to enhance future state antitrust enforcement. An additional portion of the settlement sum shall be apportioned among those states identified in **Appendix A** and shall be used to benefit the agricultural community in individual states, at the sole discretion of the Attorney General of each State so designated. Each designation is specified in **Appendix A**, attached hereto and incorporated by reference in the Consent Decree and Final Judgment.

B. The remainder of the settlement sum not covered by paragraph A, shall be apportioned among the states in the amounts determined exclusively by the attorneys general of the States as indicated on **Appendix B**, attached hereto and incorporated by reference in the Consent Decree and Final Judgment. Each State's share of the amount indicated in **Appendix B**

shall be used by such state for one or more of the following six (6) purposes, as determined by the attorney general of each such state at his or her exclusive option, and as otherwise consistent with law:

1. Reimbursement of the costs and expenses of this investigation that were incurred by such states or their agencies;
2. Antitrust, or consumer protection enforcement by the attorney general of such state;
3. Deposit into a state antitrust/consumer protection revolving account for use in accordance with the state laws governing that account;
4. Deposit into a fund exclusively dedicated to assisting the state attorney general to defray the cost of experts, economists, and consultants in multistate antitrust investigations and litigations;
5. Deposit into the National Association of Attorneys General Antitrust Education and Training Fund; and/or
6. Such other use the respective States' attorneys general deem appropriate.

VI. RELEASES, WAIVERS AND COVENANTS NOT TO SUE

A. In consideration of the Settlement Agreement, each State hereby releases, compromises and discharges all claims or causes of action it has had, has, or may have in the future against American Cyanamid in its sovereign capacity regarding American Cyanamid's past conduct and based on both:

1. The matters alleged in the Complaint which arise out of or are in furtherance of any of the operative conduct, acts, or conspiracies, alleged therein; and

2. Federal antitrust laws and state antitrust and unfair competition laws in which the states seek civil penalties, injunctive relief or damages in their proprietary capacity.

B. In consideration of the States' release, waivers and covenants set forth in this section, American Cyanamid releases, compromises, discharges, and covenants not to sue or prosecute the states, officers, employees, agents or attorneys for reimbursement of any and all costs incurred in producing documents and answers to written interrogatories in response to investigative demand(s) issued by any Attorney General's office in this matter or for any other causes of action arising out of or relating to this litigation or the States' related investigation.

C. Plaintiff State of Missouri, by and through Special Chief Counsel Bennett Rushkoff, will request from all states that are not Plaintiff States a statement regarding such nonplaintiff states' present intention to bring suit or otherwise pursue against Defendant any of the facts or claims contained in the Complaint filed herewith. Any responses received by Special Chief Counsel Bennett Rushkoff from nonplaintiff states shall be forwarded to Defendant prior to execution of the Settlement Agreement.

VII. LIMITATIONS TO RELEASES AND COVENANTS NOT TO SUE

A. The waivers, releases and covenants not to sue set forth in section VI of this Settlement Agreement do not, and are not intended to, waive, release, or in any way affect claims possessed by any person or entity other than Plaintiff States in their sovereign capacity and as parens patriae on behalf of the welfare and economy of those States.

B. Except for the waivers, releases and covenants not to sue in section VI of this Settlement Agreement, the States expressly reserve their rights to file an action against any person or entity other than American Cyanamid for any claims for relief or causes of action set

forth in the Complaint and for any such relief the States deem appropriate.

VIII. COMPLIANCE WITH CONSENT DECREE AND FINAL JUDGMENT

A. For purposes of determining or securing compliance with the Consent Decree and Final Judgment, representatives of the undersigned states shall be permitted, upon written request and reasonable notice, subject to the right of American Cyanamid to have counsel present, and subject to any legally recognized privilege, during normal office hours to inspect and copy all files, sales records, contracts, correspondence, memoranda, journals, minutes, agendas, calendars, books, accounts, advertising copy or other documents, or electronically-stored information, in the possession or under the control of American Cyanamid relating to the subject matter of the Consent Decree and Final Judgment.

B. In addition to the rights and obligations for monitoring compliance with the Consent Decree and Final Judgment as set forth therein, American Cyanamid shall:

1. Distribute in a timely manner, a copy of the injunctive provisions of the Consent Decree and Final Judgment to all of its officers, management employees, dealers, distributors, agents, and representatives having sales or policy responsibilities with respect to CPC sold in or into the United States of America.

2. For a period of three (3) years after the date on which this order becomes final, provide the letter attached as Appendix C, together with a copy of the Consent Decree and Final Judgment, to each person who becomes an officer, management employee, agent, or representative having sales or policy responsibilities with respect to American Cyanamid's CPC sold in or into the United States of America, within thirty (30) days of the commencement of such person's employment or affiliation with American Cyanamid.

3. Require each of its officers, management employees, agents, and representatives having sales or policy responsibilities with respect to American Cyanamid's CPC sold in or into the United States of America, to sign and submit to American Cyanamid within thirty (30) days of the receipt thereof a statement that: (a) acknowledges receipt of the Consent Decree and Final Judgment; (b) represents that the undersigned has read and understands the Consent Decree and Final Judgment; and (c) acknowledges that the undersigned has been advised and understands that noncompliance with the Consent Decree and Final Judgment may subject American Cyanamid to penalties for violation of the Consent Decree and Final Judgment.

4. For a period of three (3) years, submit to the Chief Counsel for Antitrust Unit, Missouri Attorney General's Office, Post Office Box 899, Jefferson City, MO 65102, an annual declaration under oath, as to the fact and manner of its compliance with the provisions of this section. The declaration may be executed by a company designee who has responsibility for ensuring compliance with this section.

C. No information or documents obtained pursuant to this section shall be divulged by plaintiff to any person other than a duly authorized agent or employee of Plaintiffs, except for the purpose of securing compliance with the Consent Decree and Final Judgment, or as otherwise required by law.

IX. CONDITIONS PRECEDENT TO SETTLEMENT TAKING EFFECT

A. This Settlement Agreement shall become effective once all Parties have signed this document and the court has approved and signed the Consent Decree and Final Judgment. The Parties will exercise their best efforts to obtain entry of the Consent Decree and Final Judgment

by this court. The Parties will not seek to appeal such entry or approval, modify the Consent Decree and Final Judgment, and/or take any action, directly or indirectly, which might prevent or delay the Consent Decree and Final Judgment from becoming final.

B. Each signatory to this document, by his or her signature, expressly represents that he or she is fully authorized by the Party he or she represents to execute this Settlement Agreement. This Settlement Agreement may be executed on separate signature pages or in counterparts with the same effect as if all Parties had signed the same instrument.

C. If, for any reason, the court declines to approve, sign and enter the Consent Decree and Final Judgment, then this entire Settlement Agreement and all terms, conditions and obligations herein are rescinded and become null and void.

X. MISCELLANEOUS

A. This Settlement Agreement, and the Consent Decree and Final Judgment filed contemporaneously with this Settlement Agreement, contain the entire agreement and understanding of the Parties. This Settlement Agreement shall not be modified except in writing, signed by each of the Parties hereto or by their authorized representative; provided, however, that the States and American Cyanamid may jointly modify the terms of this Settlement Agreement solely for the purpose of facilitating the details of settlement administration.

B. This Settlement Agreement shall in no way limit or restrict other rights or remedies that may be available to the States that are not the subject of the Complaint and Consent Decree and Final Judgment filed herewith.

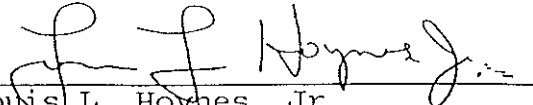
C. No part of the Settlement Amount shall constitute, nor shall it be construed or treated as constituting, a payment in lieu of treble damages, fines, penalties, forfeitures or punitive

recoveries, nor have the States sought the imposition of any of the foregoing as part of this Settlement Agreement.

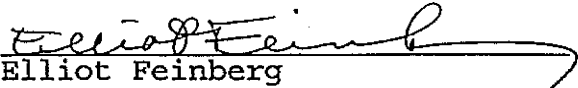
D. This Settlement Agreement is entered into and shall be construed in accordance with the laws of the State of Missouri.

AGREED AND CONSENTED TO:

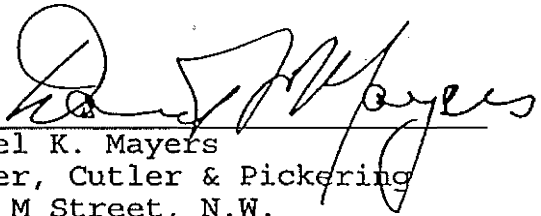
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Senior Vice President



Elliot Feinberg
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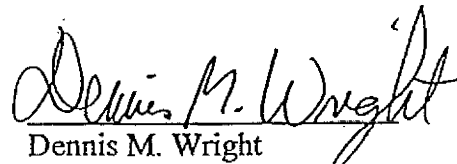
COUNSEL TO AMERICAN CYANAMID COMPANY

JEREMIAH W. (JAY) NIXON
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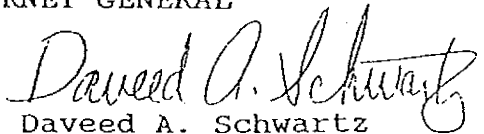
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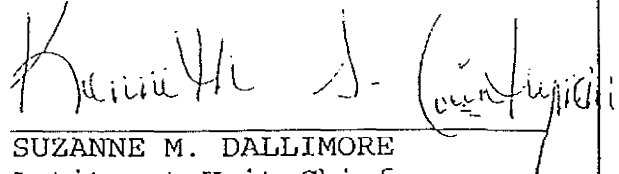

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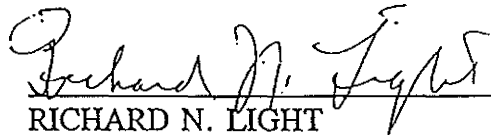
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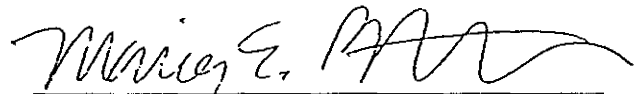

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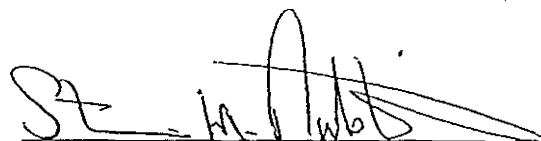
RICHARD A. WESTFALL
Solicitor General

GARTH C. LUCERO
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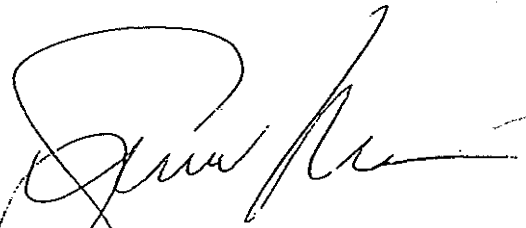
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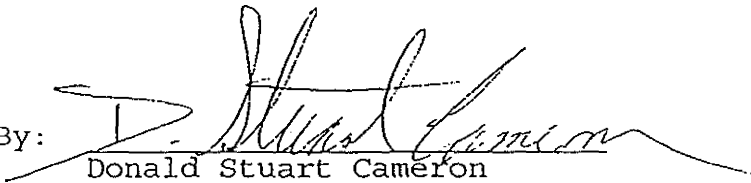
CHARLES F.C. RUFF
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ROBERT R. RIGSBY
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LUIS E. RUMBAUT
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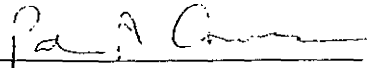
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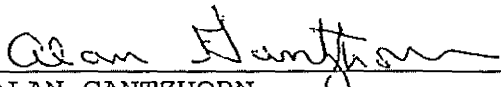
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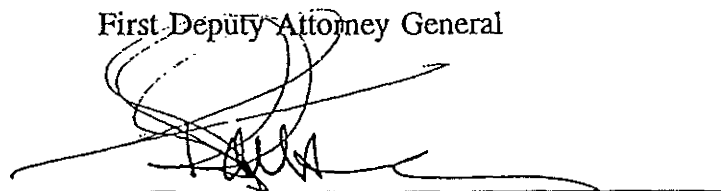

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Senior Assistant Attorney General
ATTORNEYS FOR STATE OF GEORGIA

PLEASE ADDRESS ALL
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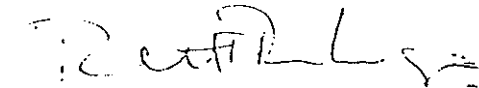
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JOHN W. ANDERSON
First Deputy Attorney General

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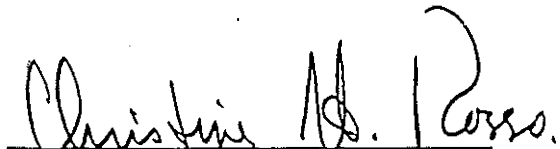


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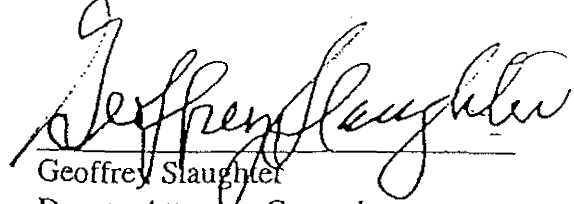
Rick Stock
Deputy Attorney General

Carole Doris
Chief, Public Advocacy Div.

A handwritten signature in dark ink, appearing to read "Christine H. Rosso". The signature is fluid and cursive, with the first name "Christine" being the most prominent part.

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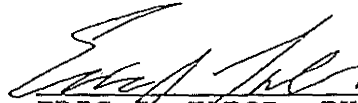
A handwritten signature in cursive script, appearing to read "Geoffrey Slaughter", written over a horizontal line.

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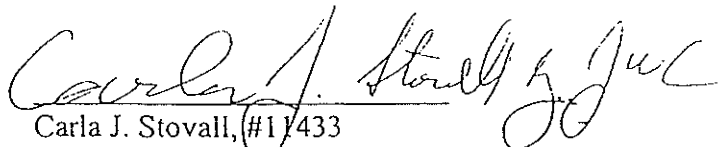
Respectfully submitted,

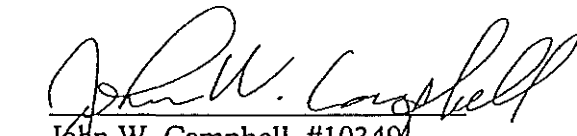
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ERIC J. TABOR; PK1005411
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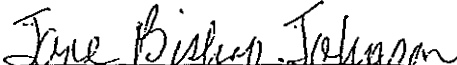
A.B. CHANDLER III
ATTORNEY GENERAL



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American Cyanamid Settlement Agreement

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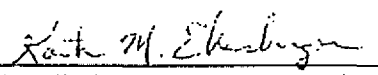
ANDREW KETTERER
Attorney General, State of Maine

Dated January 24, 1997

By: Mary M. Sauer
MARY M. SAUER
Assistant Attorney General
Public Protection Division
Department of the Attorney General
State House Station 6
Augusta, Maine 04333

J. JOSEPH CURRAN, JR.
Attorney General of Maryland

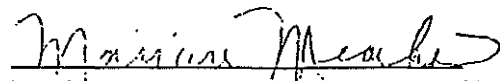

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SCOTT HARSHBARGER
Attorney General

Commonwealth of Massachusetts

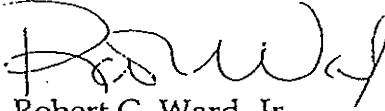
By:



Marianne Meacham, BBO #550468
Assistant Attorney General
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Antitrust Division
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Boston, MA 02108

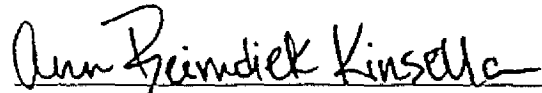
Frank J. Kelley
Attorney General of Michigan

Frederick H. Hoffecker
Assistant in Charge
Consumer Protection Division

A handwritten signature in dark ink, appearing to read "R. Ward, Jr.", with a stylized, cursive script.

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HUBERT H. HUMPHREY III
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State of Minnesota

A handwritten signature in black ink, reading "Ann Beimdick Kinsella", written over a horizontal line.

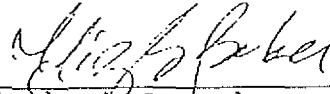
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Mike Moore
MIKE MOORE
ATTORNEY GENERAL
STATE OF MISSISSIPPI

American Cyanamid Settlement Agreement

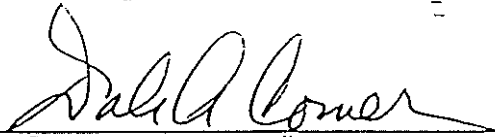
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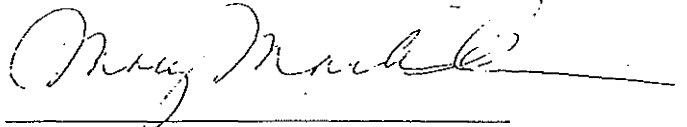
BY DON STENBERG, #14023
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BY


Dale A. Comer, #15365
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American Cyanamid Settlement Agreement

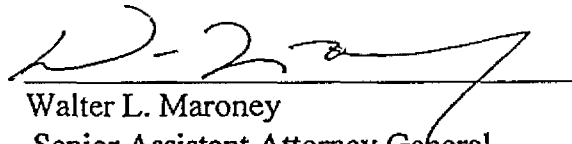
FRANKIE SUE DEL PAPA
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A handwritten signature in cursive script, appearing to read "Mary Marsh Linde", written over a horizontal line.

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THE STATE OF NEW HAMPSHIRE

Jeffrey R. Howard
Attorney General

A handwritten signature in dark ink, appearing to read "W-L Maroney", is written over a horizontal line.

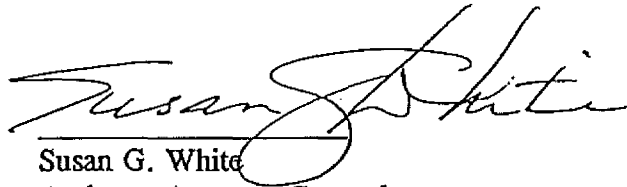
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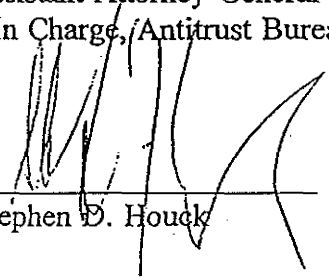
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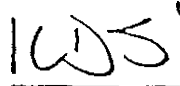
By:


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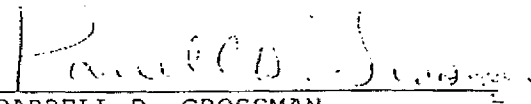
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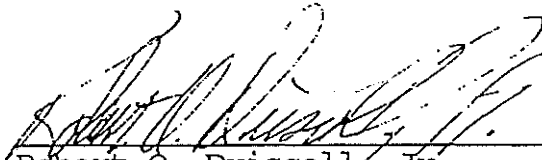

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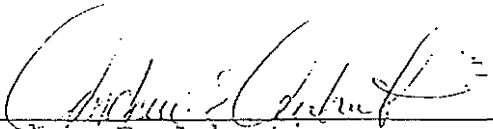
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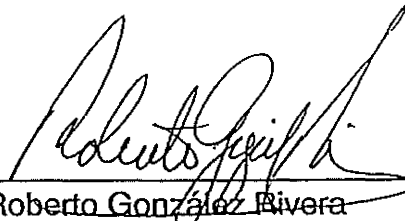
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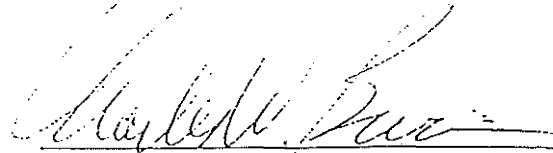
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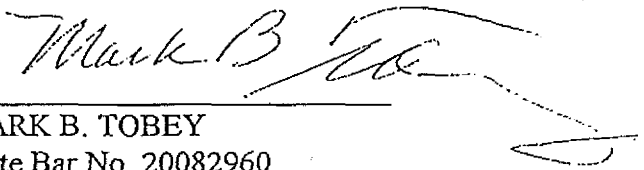
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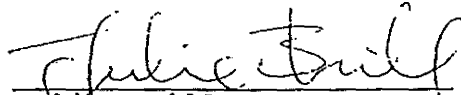
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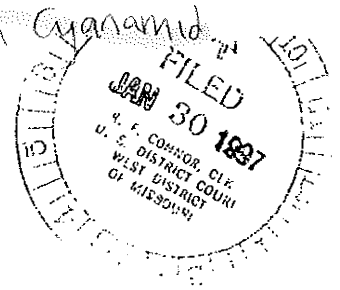
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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
CENTRAL DIVISION



-----X
STATE OF MISSOURI, ex rel.
Attorney General JEREMIAH W. (JAY) NIXON,

CASE NO.

97 4024-CV-C- Sow

STATE OF ALABAMA, ex rel.
Attorney General BILL PRYOR,

COMPLAINT

STATE OF ALASKA, ex rel.
Attorney General BRUCE M. BOTELHO,

STATE OF ARIZONA, ex rel.
Attorney General GRANT WOODS,

STATE OF ARKANSAS, ex rel.
Attorney General WINSTON BRYANT,

STATE OF CALIFORNIA, ex rel.
Attorney General DANIEL E. LUNGREN,

STATE OF COLORADO, ex rel.
Attorney General GALE A. NORTON,

STATE OF CONNECTICUT, ex rel.
Attorney General RICHARD BLUMENTHAL,

STATE OF DELAWARE, ex rel.
Attorney General M. JANE BRADY,

DISTRICT OF COLUMBIA, ex rel.
Corporation Counsel CHARLES F.C. RUFF,

STATE OF FLORIDA, ex rel.
Attorney General ROBERT A. BUTTERWORTH,

STATE OF GEORGIA, ex rel.
Attorney General MICHAEL J. BOWERS,

STATE OF HAWAII, ex rel.
Attorney General MARGERY S. BRONSTER,

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Attorney General RICHARD P. IEYOUB,

STATE OF MAINE, ex rel.

Attorney General ANDREW KETTERER,

STATE OF MARYLAND, ex rel.

Attorney General J. JOSEPH CURRAN, JR.,

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STATE OF MICHIGAN, ex rel.

Attorney General FRANK J. KELLEY,

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Attorney General HUBERT H. HUMPHREY III,

STATE OF MISSISSIPPI, ex rel.

Attorney General MIKE MOORE,

STATE OF MONTANA, ex rel.

Attorney General JOSEPH P. MAZUREK,

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Attorney General DON STENBERG,

STATE OF NEVADA, ex rel.
Attorney General FRANKIE SUE DEL PAPA,

STATE OF NEW HAMPSHIRE, ex rel.
Attorney General JEFFREY R. HOWARD,

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Attorney General PETER VERNIERO,

STATE OF NEW MEXICO, ex rel.
Attorney General TOM UDALL,

STATE OF NEW YORK, ex rel.
Attorney General DENNIS C. VACCO,

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Attorney General HEIDI HEITKAMP,

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COMMONWEALTH OF PUERTO RICO, ex rel.
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Attorney General CHRISTINE O. GREGOIRE,

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Attorney General DARRELL V. MCGRAW, JR.,

STATE OF WISCONSIN, ex rel.
Attorney General JAMES E. DOYLE,

STATE OF WYOMING, ex rel.
Attorney General WILLIAM U. HILL,

Plaintiffs,

v.

AMERICAN CYANAMID COMPANY,

Defendant.

-----X

COMPLAINT

The Plaintiffs STATES OF MISSOURI, ALABAMA, ALASKA, ARIZONA, ARKANSAS, CALIFORNIA, COLORADO, CONNECTICUT, DELAWARE, FLORIDA, GEORGIA, HAWAII, IDAHO, ILLINOIS, INDIANA, IOWA, KANSAS, KENTUCKY, LOUISIANA, MAINE, MARYLAND, MASSACHUSETTS, MICHIGAN, MINNESOTA, MISSISSIPPI, MONTANA, NEBRASKA, NEVADA, NEW HAMPSHIRE, NEW JERSEY, NEW MEXICO, NEW YORK, NORTH CAROLINA, NORTH DAKOTA, OHIO, OKLAHOMA, OREGON, PENNSYLVANIA, RHODE ISLAND, SOUTH CAROLINA, SOUTH DAKOTA, TENNESSEE, TEXAS, UTAH, VERMONT, VIRGINIA, WASHINGTON, WEST VIRGINIA, WISCONSIN, and WYOMING, and the DISTRICT OF COLUMBIA and PUERTO RICO ("the States") bring this action in their sovereign capacities, and as parens patriae on behalf of the welfare and economy of each of their States, by and through their Attorneys General, against Defendant AMERICAN CYANAMID COMPANY, to secure injunctive relief and civil penalties for Defendant's violations of the antitrust laws of the United States and the antitrust, unfair competition, and related laws of the States.

I.

Jurisdiction and Venue

1. This Complaint is filed and the jurisdiction and venue of the Court are invoked under the provisions of 28 U.S.C. §§ 1331 and 1337 and 15 U.S.C. § 26.

2. Defendant does business in the State of Missouri, as well as in all or virtually all of the plaintiff States bringing this action.

3. Venue is proper in this district under Section 12 of the Clayton Act, 15 U.S.C. § 22 and 28 U.S.C. § 1391(b) and (c), because Defendant does business within the Western District of Missouri and because the claims alleged arose, in part, in this judicial district.

4. The Complaint also alleges violations of the following state antitrust or unfair competition and related laws, and seeks both injunctive relief and restitution, as well as civil penalties based on these claims: Missouri Antitrust Law, Mo. Rev. Stat. §§ 416.011 et seq. (1994); Missouri Merchandising Practices Act, Mo. Rev. Stat. §§ 407.010 et seq. (1994); Code of Alabama, §§ 8-10-1 et seq. (1975); Alaska Restraint of Trade Act, AS §§ 45.50.562 et seq.; Arizona Uniform State Antitrust Act, A.R.S. §§ 44-1402 et seq.; Arkansas Unfair Practices Act, Ark. Code Ann. § 4-75-309; California's Cartwright Act, Cal. Bus. & Prof. Code §§ 16720 et seq.; California's Unfair Competition Act, Cal. Bus. & Prof. Code §§ 17200 et seq.; Colorado Antitrust Act of 1992, § 6-4-104, Colo. Rev. Stat. (1992); Connecticut Antitrust Act, Conn. Gen. Stat. §§ 35-24 et seq.; Delaware Antitrust Act, 6 Delaware Code Chapter 21; District of Columbia Antitrust Act, D.C. Code Ann. § 28-4502 (1981); Florida Antitrust Act, Fla. Stat. § 542.18; Official Code of Georgia Annotated § 13-8-2; Georgia Fair Business Practices Act, OCG § 10-1-390; Hawaii Revised Statutes

§§ 480-2 and 480-4; Idaho Antitrust Law, Idaho Code §§ 48-101 et seq.; Idaho Consumer Protection Act, Idaho Code § 48-603(18); Illinois Antitrust Act, 740 ILCS 10/1 et seq.; Indiana Code §§ 24-1-1-1 et seq.; Iowa Competition Law, Iowa Code chapter 553; Kansas Statutes Annotated §§ 50-101 et seq.; Kentucky Consumer Protection Act, KRS §§ 367.170 and 367.175; Louisiana Revised Statutes 51:121 et seq.; Maine Revised Statutes Annotated, Tit. 10 §§ 1101 et seq.; Maryland Antitrust Act, Md. Com. Law Code Ann. §§ 11-201 et seq.; Massachusetts Consumer Protection Act, Mass. Gen. L. c. 93A §§ 1 et seq.; Massachusetts Antitrust Act, Mass. Gen. L. c. 93 §§ 1 et seq.; Michigan Antitrust Reform Act (MARA), Mich. Comp. Laws Ann. §§ 445.771 et seq.; Michigan Statutes Annotated 28.70(1) et seq.; Minnesota Antitrust Law of 1971, Minn. Stat. §§ 325D.49 - 325D.66; Mississippi Code Annotated §§ 75-21-1 et seq.; Montana Code Annotated § 30-14-205; Nebraska Consumer Protection Act, Neb. Rev. Stat. §§ 59-1601 - 59-1623 (1993); Nevada Unfair Trade Practice Act, Nev. Rev. Stat. chapter 598A; New Hampshire Revised Statutes Annotated Ch. 356; New Jersey Antitrust Act, N.J.S.A. 56:9-1 et seq.; New Mexico Antitrust Act, §§ 57-1-1 et seq. NMSA 1978 (1995 Repl.); New York's Donnelly Act, N.Y. Gen. Bus. Laws §§ 340 et seq. (McKinney 1988); North Carolina General Statutes §§ 75-1, 75-1.1, and 75-2; North Dakota's Uniform State Antitrust Act, N.D. Cent. Code §§ 51-08.1-01 et seq.; Ohio's Valentine Act, Ohio Rev. Code §§ 1331.01 et seq.; Oklahoma Statutes tit. 79 §§ 1 et seq.; Oklahoma Statutes tit. 15, Supp. 1996, § 753(20); Oregon Revised

Statutes § 646.725; Puerto Rico's Anti-Monopoly Act of 1964, P.R. Laws Ann. tit. 10 §§ 257 et seq.; Rhode Island Antitrust Act, R.I. Gen. Laws § 6-36-6; South Carolina Code of Laws §§ 39-3-10 et seq.; South Dakota Codified Laws ch. 37-1; Tennessee Antitrust Act, Tenn. Code Ann. §§ 47-25-101 et seq.; Tennessee Consumer Protection Act, Tenn. Code Ann. §§ 47-18-101 et seq.; Texas Free Enterprise and Antitrust Act of 1983, Tex. Bus. and Com. Code §§ 15.01 et seq.; Utah Antitrust Act, Utah Code Ann. §§ 76-10-911 et seq. (1979, as amended); Vermont Consumer Fraud Act, 9 VSA § 2451 et seq.; Virginia Antitrust Act, Va. Code §§ 59.1-9.1 et seq.; Washington Consumer Protection Act, RCW 19.86; West Virginia Antitrust Act, W. Va. Code §§ 47-18-1 et seq.; West Virginia Consumer Credit and Protection Act, W. Va. Code §§ 46A-1-101 et seq.; Wisconsin Trusts and Monopolies Law, §§ 133.03(1), 133.16, Wis. Stats.; Wyoming Statutes §§ 40-4-101 et seq. All claims under federal and state law are based upon a common nucleus of operative facts such that the entire action commenced by this Complaint constitutes a single case that would ordinarily be tried in one judicial proceeding.

5. This Court has pendent jurisdiction over the claims based upon State law. 28 U.S.C. § 1367(a). Pendent jurisdiction would avoid unnecessary duplication and multiplicity of actions, and should be exercised in the interests of judicial economy, convenience and fairness.

II.

Definitions

6. As used herein:

a. "Crop Protection Chemicals" or "CPC" means chemical products that are used, among other things, to control or eliminate unwanted disease, insects, plants, and fungi around crops.

b. "Plaintiffs" or "States" or "Plaintiff States" are used interchangeably and mean those States (including the District of Columbia and the Commonwealth of Puerto Rico) filing this action, by and through their Attorneys General, in their sovereign capacities.

c. "Defendant" or "American Cyanamid" or "AmCy" means American Cyanamid Company, its affiliates, subsidiaries, divisions and other organizational units of any kind that sold CPC; their successors and assigns; their officers, directors, employees, agents, representatives and other persons acting on their behalf.

d. "Dealer" means any person, corporation or entity not owned by Defendant that in the course of its business purchases any CPC from Defendant or a distributor and sells that CPC in or into the United States of America.

e. "Floor prices" mean prices set by American Cyanamid that were equal to American Cyanamid's wholesale prices, communicated by Defendant to dealers by means of a price schedule or some other means, and which were the minimum resale prices at which a dealer could receive a rebate on individual sales.

f. "Rebate" means a payment of money by Defendant to a dealer based, in whole or in part, on the dealer's conduct or performance;

g. "Resale Price" means any price, price floor, price ceiling, price range, mark-up formula, discount, or margin of profit used by any dealer for pricing any CPC. "Resale price" includes, but is not limited to, any established or customary resale price.

h. "Affected CPC" means CPC purchased from Defendant or a distributor and resold by a dealer pursuant to Defendant's C.R.O.P. ("Cash Reward on Performance") or A.P.E.X. ("Award for Professional Excellence") rebate programs.

III.

Plaintiffs

7. The States of MISSOURI, ALABAMA, ALASKA, ARIZONA, ARKANSAS, CALIFORNIA, COLORADO, CONNECTICUT, DELAWARE, FLORIDA, GEORGIA, HAWAII, IDAHO, ILLINOIS, INDIANA, IOWA, KANSAS, KENTUCKY, LOUISIANA, MAINE, MARYLAND, MASSACHUSETTS, MICHIGAN, MINNESOTA, MISSISSIPPI, MONTANA, NEBRASKA, NEVADA, NEW HAMPSHIRE, NEW JERSEY, NEW MEXICO, NEW YORK, NORTH CAROLINA, NORTH DAKOTA, OHIO, OKLAHOMA, OREGON, PENNSYLVANIA, RHODE ISLAND, SOUTH CAROLINA, SOUTH DAKOTA, TENNESSEE, TEXAS, UTAH, VERMONT, VIRGINIA, WASHINGTON, WEST VIRGINIA, WISCONSIN, and WYOMING, and the DISTRICT OF COLUMBIA and PUERTO RICO, by and through their Attorneys General, bring this action in their sovereign capacities and as parens patriae on behalf of the welfare and

economy of each of their States to enforce federal and state laws that Defendant has violated.

IV.

Defendant

8. Defendant is a corporation organized, existing and doing business under and by virtue of the laws of the State of Maine, and has its principal place of business at One Campus Drive, Parsippany, New Jersey 07054.

9. Defendant is now and for some time has been engaged in the offering for sale, sale and distribution of CPC to dealers located throughout all or virtually all of the United States.

V.

Trade and Commerce

10. From at least 1989 to the present, Defendant has manufactured CPC and has sold them to dealers in each of the States. These CPC are used by farmers and other growers for crop protection.

11. The activities of Defendant in distributing and selling CPC to dealers were and are in the regular, continuous and substantial flow of interstate commerce, and have had and do have a substantial effect upon interstate commerce.

VI.

First Claim for Relief

12. Beginning in 1989 and continuing until some time in 1995, American Cyanamid entered into unlawful contracts and engaged in an unlawful combination or conspiracy with

approximately 2,000 retail dealers, in restraint of interstate trade and commerce and in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.

13. The unlawful contract, combination, or conspiracy was effectuated, in part, through written contracts between American Cyanamid and the dealers. From 1989 to 1992, these contracts were executed pursuant to American Cyanamid's "Cash Reward on Performance" ("C.R.O.P.") program. From 1992 to 1995, American Cyanamid continued the program in substantially the same form under the name "Award for Professional Excellence" ("A.P.E.X."). These contracts established floor prices to be charged by the dealers when making retail sales of affected CPC if the dealers wished to receive certain monetary rebates from American Cyanamid in connection with those sales.

14. For the purpose of forming, effectuating and furthering the unlawful contract, combination, or conspiracy, American Cyanamid and the aforementioned dealers did those things which they agreed, combined, and conspired to do, including, among other things, the following:

a. American Cyanamid and each dealer agreed, formally and in writing, to a rebate program that had floor prices equal to American Cyanamid's wholesale prices for affected CPC. As a consequence, the dealer would realize profits on retail sales of affected CPC only by earning rebates in connection with those sales or by charging prices that exceeded the floor prices.

b. American Cyanamid and each dealer agreed, formally and in writing, that American Cyanamid would provide a C.R.O.P. or A.P.E.X. rebate to the dealer for, and only for, those retail sales of affected CPC that the dealer made at or above the floor prices.

c. American Cyanamid and each dealer agreed, formally and in writing, that the dealer's business records would be subject to audit, thereby seeking to ensure that American Cyanamid would not provide a C.R.O.P. or A.P.E.X. rebate to the dealer for retail sales of affected CPC that, though reported by the dealer as having been made at or above the floor prices, were, in fact, made by the dealer below the floor prices.

VII.

Second Claim For Relief

15. Plaintiff State of Missouri repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

16. The aforementioned practices by American Cyanamid were in violation of the Missouri Antitrust Law, Mo. Rev. Stat. §§ 416.011 et. seq. (1994), and the Missouri Merchandising Practices Act, Mo. Rev. Stat. §§ 407.010 et seq. (1994).

VIII.

Third Claim For Relief

17. Plaintiff State of Alabama repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

18. The aforementioned practices by AmCy were in violation of Code of Alabama, §§ 8-10-1 et seq. (1975).

IX.

Fourth Claim For Relief

19. Plaintiff State of Alaska repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

20. The aforementioned practices by AmCy were in violation of the Alaska Restraint of Trade Act, AS §§ 45.50.562 et seq.

X.

Fifth Claim For Relief

21. Plaintiff State of Arizona repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

22. The aforementioned practices by AmCy were in violation of the Arizona Uniform State Antitrust Act, A.R.S. §§ 44-1402 et seq.

XI.

Sixth Claim For Relief

23. Plaintiff State of Arkansas repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

24. The aforementioned practices by AmCy were in violation of the Arkansas Unfair Practices Act, Ark. Code Ann. § 4-75-309.

XII.

Seventh Claim For Relief

25. Plaintiff State of California repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

26. The aforementioned practices by AmCy were in violation of California's Cartwright Act, Cal. Bus. & Prof. Code §§ 16720 et seq., and California's Unfair Competition Act, Cal. Bus. & Prof. Code §§ 17200 et seq.

XIII.

Eighth Claim For Relief

27. Plaintiff State of Colorado repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

28. The aforementioned practices by AmCy were in violation of the Colorado Antitrust Act of 1992, § 6-4-104, Colo. Rev. Stat. (1992).

XIV.

Ninth Claim For Relief

29. Plaintiff State of Connecticut repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

30. The aforementioned practices by AmCy were in violation of the Connecticut Antitrust Act, Conn. Gen. Stat. §§ 35-24 et seq.

XV.

Tenth Claim For Relief

31. Plaintiff State of Delaware repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

32. The aforementioned practices by AmCy were in violation of the Delaware Antitrust Act, 6 Delaware Code Chapter 21.

XVI.

Eleventh Claim For Relief

33. Plaintiff District of Columbia repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

34. The aforementioned practices by AmCy were in violation of the District of Columbia Antitrust Act, D.C. Code Ann. § 28-4502 (1981).

XVII.

Twelfth Claim For Relief

35. Plaintiff State of Florida repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

36. The aforementioned practices by AmCy were in violation of the Florida Antitrust Act, Fla. Stat. § 542.18.

XVIII.

Thirteenth Claim For Relief

37. Plaintiff State of Georgia repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

38. The aforementioned practices by AmCy were in violation of Official Code of Georgia Annotated § 13-8-2, and the Georgia Fair Business Practices Act, OCG § 10-1-390.

XIX.

Fourteenth Claim For Relief

39. Plaintiff State of Hawaii repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

40. The aforementioned practices by AmCy were in violation of Hawaii Revised Statutes §§ 480-2 and 480-4.

XX.

Fifteenth Claim For Relief

41. Plaintiff State of Idaho repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

42. The aforementioned practices by AmCy were in violation of the Idaho Antitrust Law, Idaho Code §§ 48-101 et seq., and the Idaho Consumer Protection Act, Idaho Code § 48-603(18).

XXI.

Sixteenth Claim For Relief

43. Plaintiff State of Illinois repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

44. The aforementioned practices by AmCy were in violation of the Illinois Antitrust Act, 740 ILCS 10/1 et seq.

XXII.

Seventeenth Claim For Relief

45. Plaintiff State of Indiana repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

46. The aforementioned practices by AmCy were in violation of Indiana Code §§ 24-1-1-1 et seq.

XXIII.

Eighteenth Claim For Relief

47. Plaintiff State of Iowa repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

48. The aforementioned practices by AmCy were in violation of the Iowa Competition Law, Iowa Code chapter 553.

XXIV.

Nineteenth Claim For Relief

49. Plaintiff State of Kansas repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

50. The aforementioned practices by AmCy were in violation of Kansas Statutes Annotated §§ 50-101 et seq.

XXV.

Twentieth Claim For Relief

51. Plaintiff Commonwealth of Kentucky repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

52. The aforementioned practices by AmCy were in violation of the Kentucky Consumer Protection Act, KRS §§ 367.170 and 367.175.

XXVI.

Twenty-first Claim For Relief

53. Plaintiff State of Louisiana repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

54. The aforementioned practices by AmCy were in violation of Louisiana Revised Statutes 51:121 et seq.

XXVII.

Twenty-second Claim For Relief

55. Plaintiff State of Maine repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

56. The aforementioned practices by AmCy were in violation of Maine Revised Statutes Annotated, Tit. 10 §§ 1101 et seq.

XXVIII.

Twenty-third Claim For Relief

57. Plaintiff State of Maryland repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

58. The aforementioned practices by AmCy were in violation of the Maryland Antitrust Act, Md. Com. Law Code Ann. §§ 11-201 et seq.

XXIX.

Twenty-fourth Claim For Relief

59. Plaintiff Commonwealth of Massachusetts repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

60. The aforementioned practices by AmCy were in violation of the Massachusetts Consumer Protection Act, Mass. Gen. L. c. 93A §§ 1 et seq.; Massachusetts Antitrust Act, Mass. Gen. L. c. 93 §§ 1 et seq.

XXX.

Twenty-fifth Claim For Relief

61. Plaintiff State of Michigan repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

62. The aforementioned practices by AmCy were in violation of the Michigan Antitrust Reform Act (MARA), Mich. Comp. Laws Ann. §§ 445.771 et seq., and Michigan Statutes Annotated 28.70(1) et seq.

XXXI.

Twenty-sixth Claim For Relief

63. Plaintiff State of Minnesota repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

64. The aforementioned practices by AmCy were in violation of the Minnesota Antitrust Law of 1971, Minn. Stat. §§ 325D.49 - 325D.66.

XXXII.

Twenty-seventh Claim For Relief

65. Plaintiff State of Mississippi repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

66. The aforementioned practices by AmCy were in violation of Mississippi Code Annotated §§ 75-21-1 et seq.

XXXIII.

Twenty-eighth Claim For Relief

67. Plaintiff State of Montana repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

68. The aforementioned practices by AmCy were in violation of Montana Code Annotated § 30-14-205.

XXXIV.

Twenty-ninth Claim For Relief

69. Plaintiff State of Nebraska repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

70. The aforementioned practices by AmCy were in violation of the Nebraska Consumer Protection Act, Neb. Rev. Stat. §§ 59-1601 - 59-1623 (1993).

XXXV.

Thirtieth Claim For Relief

71. Plaintiff State of Nevada repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

72. The aforementioned practices by AmCy were in violation of the Nevada Unfair Trade Practice Act, Nev. Rev. Stat. chapter 598A.

XXXVI.

Thirty-first Claim For Relief

73. Plaintiff State of New Hampshire repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

74. The aforementioned practices by AmCy were in violation of New Hampshire Revised Statutes Annotated Ch. 356.

XXXVII.

Thirty-second Claim For Relief

75. Plaintiff State of New Jersey repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

76. The aforementioned practices by AmCy were in violation of the New Jersey Antitrust Act, N.J.S.A. 56:9-1 et seq.

XXXVIII.

Thirty-third Claim For Relief

77. Plaintiff State of New Mexico repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

78. The aforementioned practices by AmCy were in violation of the New Mexico Antitrust Act, §§ 57-1-1 et seq. NMSA 1978 (1995 Repl.).

XXXIX.

Thirty-fourth Claim For Relief

79. Plaintiff State of New York repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

80. The aforementioned practices by AmCy were in violation of New York's Donnelly Act, N.Y. Gen. Bus. Laws §§ 340 et seq. (McKinney 1988).

XXXX.

Thirty-fifth Claim For Relief

81. Plaintiff State of North Carolina repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

82. The aforementioned practices by AmCy were in violation of North Carolina General Statutes §§ 75-1, 75-1.1, and 75-2.

XXXXI.

Thirty-sixth Claim For Relief

83. Plaintiff State of North Dakota repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

84. The aforementioned practices by AmCy were in violation of North Dakota's Uniform State Antitrust Act, N.D. Cent. Code §§ 51-08.1-01 et seq.

XXXXII.

Thirty-seventh Claim For Relief

85. Plaintiff State of Ohio repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

86. The aforementioned practices by AmCy were in violation of Ohio's Valentine Act, Ohio Rev. Code §§ 1331.01 et seq.

XXXXIII.

Thirty-eighth Claim For Relief

87. Plaintiff State of Oklahoma repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

88. The aforementioned practices by AmCy were in violation of Oklahoma Statutes tit. 79 §§ 1 et seq., and Oklahoma Statutes tit. 15, Supp. 1996, § 753(20).

XXXXIV.

Thirty-ninth Claim For Relief

89. Plaintiff State of Oregon repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

90. The aforementioned practices by AmCy were in violation of Oregon Revised Statutes § 646.725.

XXXXV.

Fortieth Claim For Relief

91. Plaintiff Commonwealth of Puerto Rico repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

92. The aforementioned practices by AmCy were in violation of Puerto Rico's Anti-Monopoly Act of 1964, P.R. Laws Ann. tit. 10 §§ 257 et seq.

XXXXVI.

Forty-first Claim For Relief

93. Plaintiff State of Rhode Island repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

94. The aforementioned practices by AmCy were in violation of the Rhode Island Antitrust Act, R.I. Gen. Laws § 6-36-6.

XXXXVII.

Forty-second Claim For Relief

95. Plaintiff State of South Carolina repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

96. The aforementioned practices by AmCy were in violation of South Carolina Code of Laws §§ 39-3-10 et seq.

XXXXVIII.

Forty-third Claim For Relief

97. Plaintiff State of South Dakota repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

98. The aforementioned practices by AmCy were in violation of South Dakota Codified Laws ch. 37-1.

XXXXIX.

Forty-fourth Claim For Relief

99. Plaintiff State of Tennessee repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

100. The aforementioned practices by AmCy were in violation of the Tennessee Antitrust Act, Tenn. Code Ann. §§ 47-25-101 et seq., and the Tennessee Consumer Protection Act, Tenn. Code Ann. §§ 47-18-101 et seq.

L.

Forty-fifth Claim For Relief

101. Plaintiff State of Texas repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

102. The aforementioned practices by AmCy were in violation of the Texas Free Enterprise and Antitrust Act of 1983, Tex. Bus. and Com. Code §§ 15.01 et seq.

LI.

Forty-sixth Claim For Relief

103. Plaintiff State of Utah repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

104. The aforementioned practices by AmCy were in violation of the Utah Antitrust Act, Utah Code Ann. §§ 76-10-911 et seq. (1979, as amended).

LII.

Forty-seventh Claim For Relief

105. Plaintiff State of Vermont repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

106. The aforementioned practices by AmCy were in violation of the Vermont Consumer Fraud Act, 9 VSA § 2451 et seq.

LIII.

Forty-eighth Claim For Relief

107. Plaintiff Commonwealth of Virginia repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

108. The aforementioned practices by AmCy were in violation of the Virginia Antitrust Act, Va. Code §§ 59.1-9.1 et seq.

LIV.

Forty-ninth Claim For Relief

109. Plaintiff State of Washington repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

110. The aforementioned practices by AmCy were in violation of the Washington Consumer Protection Act, RCW 19.86.

LV.

Fiftieth Claim For Relief

111. Plaintiff State of West Virginia repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

112. The aforementioned practices by AmCy were in violation of the West Virginia Antitrust Act, W. Va. Code §§ 47-18-1 et seq., and the West Virginia Consumer Credit and Protection Act, W. Va. Code §§ 46A-1-101 et seq.

LVI.

Fifty-first Claim For Relief

113. Plaintiff State of Wisconsin repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

114. The aforementioned practices by AmCy were in violation of the Wisconsin Trusts and Monopolies Law, §§ 133.03(1) and 133.16, Wis. Stats.

LVII.

Fifty-second Claim For Relief

115. Plaintiff State of Wyoming repeats and realleges each and every allegation contained in paragraphs 1-14 with the same force and effect as if set forth in full herein.

116. The aforementioned practices by AmCy were in violation of Wyoming Statutes §§ 40-4-101 et seq.

LVIII.

Effects

117. The aforementioned unlawful practices had the effect of unreasonably restraining trade and hindering competition in the sale of CPC in the United States.

LIX.

Injury

118. As a result of the illegal contract, combination or conspiracy alleged, the economies of the Plaintiff States sustained injury.

119. The economies of the Plaintiff States are threatened with further injury to their property unless Defendant is enjoined from its illegal conduct.

Prayer for Relief

WHEREFORE, Plaintiffs pray that the Court:

a. Adjudge and decree that Defendant violated of Section 1 of the Sherman Act, 15 U.S.C. § 1;

b. Adjudge and decree that Defendant engaged in unlawful practices in violation of the state statutes referred to in Sections VII - LVII above;

c. Enter judgment against Defendant for the maximum penalties determined by the Court to be just and proper, based, depending on the laws of each State, on: (1) each transaction in violation of the law, (2) each unlawful agreement between Defendant and a retail dealer, or (3) the overarching, continuing agreement in restraint of trade between Defendant and the retail dealers;

d. Award each State the cost of suit, including reasonable attorney's fees;

e. Enjoin and restrain Defendant, its successors, assigns, subsidiaries and transferees, and their officers, directors, agents, employees, and all other persons acting in concert with them, from engaging in the unlawful practices described in this Complaint and from engaging in any similar unlawful practices; and

f. Grant such other and further relief as the case may require and the Court may deem just and proper under the circumstances.

Respectfully submitted,

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