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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

STATE OF NEW YORK, *ex. rel.*
Attorney General ELIOT SPITZER, et al.,

Plaintiffs,

v.

HOFFMANN-LA ROCHE INC., ROCHE VITAMINS INC.,
AVENTIS ANIMAL NUTRITION S.A.;
DAIICHI PHARMACEUTICAL CO., LTD.;
EISAI CO., LTD; TAKEDA CHEMICAL INDUSTRIES, LTD.,
and BASF CORPORATION,

Defendants.

CIVIL ACTION NO._____

STIPULATION

It is stipulated by and between the undersigned parties, by their respective attorneys, that:

A. The Court has jurisdiction over the subject matter of this action. The Court also has jurisdiction over each of the parties hereto solely for the purposes of enforcing the Final Judgment and Consent Decree and the Settlement Agreement, and venue in this action is proper in the District of Columbia.

B. The parties to this Stipulation consent that a Final Judgment and Consent Decree in the form attached (as Attachment A) may be filed and entered by the Court upon the motion of any party or the Court's own motion without further notice to any party or other proceedings.

C. The Defendants admit no allegations in the Complaint, except for those pertaining to jurisdiction, solely for the purposes of enforcing the Final Judgment and Consent Decree and the Settlement Agreement, and venue.

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DATED: December 5, 2000

FOR THE PLAINTIFF STATES

ROBERT R. RIGSBY
Corporation Counsel, D.C.

Sharon Styles-Anderson/BR
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Senior Deputy Corporation Counsel for
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ATTORNEYS FOR PLAINTIFFS

H:\WPDat\KHARRIS\VITAMINS\STSETAGR\COMPLAIN\stip1127.wpd

FOR THE DEFENDANTS

AVENTIS ANIMAL NUTRITION S.A.

By: _____
John M. Majoras
JONES, DAY, REAVIS & POGUE,
on behalf of Aventis Animal Nutrition S.A.

BASF CORPORATION

By: _____
Tyone C. Fahner
MAYER, BROWN & PLATT,
on behalf of BASF Corporation

DAIICHI PHARMACEUTICAL CO., LTD.

By: _____
Michael L. Denger
GIBSON, DUNN & CRUTCHER, LLP,
on behalf of Daiichi Pharmaceutical Co., Ltd.

EISAI CO., LTD.

By: _____
D. Stuart Meiklejohn
SULLIVAN & CROMWELL,
on behalf of Eisai Co., Ltd.

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FOR THE DEFENDANTS

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By:_____

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on behalf of Aventis Animal Nutrition S.A.

_____

BASF CORPORATION

By:_____

Tyone C. Fahner

MAYER, BROWN & PLATT,
on behalf of BASF Corporation

DAIICHI PHARMACEUTICAL CO., LTD.

By:_____

Michael L. Denger
GIBSON, DUNN & CRUTCHER, LLP,
on behalf of Daiichi Pharmaceutical Co., Ltd.

EISAI CO., LTD.

By:_____

D. Stuart Meiklejohn
SULLIVAN & CROMWELL,
on behalf of Eisai Co., Ltd.

FOR THE DEFENDANTS

AVENTIS ANIMAL NUTRITION S.A.

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JONES, DAY, REAVIS & POGUE,
on behalf of Aventis Animal Nutrition S.A.

BASF CORPORATION

By:_____
Tyone C. Fahner
MAYER, BROWN & PLATT,
on behalf of BASF Corporation

DAIICHI PHARMACEUTICAL CO., LTD.

By:_____
Michael L. Denger
GIBSON, DUNN & CRUTCHER, LLP,
on behalf of Daiichi Pharmaceutical Co., Ltd.

EISAI CO., LTD.

By:_____
D. Stuart Meiklejohn
SULLIVAN & CROMWELL,
on behalf of Eisai Co., Ltd.

FOR THE DEFENDANTS

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BASF CORPORATION

By:_____
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MAYER, BROWN & PLATT,
on behalf of BASF Corporation

DAIICHI PHARMACEUTICAL CO., LTD.

By:_____
Michael L. Denger
GIBSON, DUNN & CRUTCHER, LLP,
on behalf of Daiichi Pharmaceutical Co., Ltd.

EISAI CO., LTD.

By: D. Stuart Meiklejohn
D. Stuart Meiklejohn
SULLIVAN & CROMWELL
on behalf of Eisai Co., Ltd.

HOFFMANN-LA ROCHE INC. &
ROCHE VITAMINS INC.

By: Jacqueline Denning
Jacqueline Denning
ARNOLD & PORTER,
on behalf of Hoffmann-La Roche Inc.&
Roche Vitamins Inc.

TAKEDA CHEMICAL INDUSTRIES, LTD.

By: _____
Lawrence Byrne
SQUADRON, ELLENOFF, PLESENT
& SHEINFELD, LLP,
on behalf of Takeda Chemical Industries, Ltd.

**HOFFMANN-LA ROCHE INC. &
ROCHE VITAMINS INC.**

By:_____
Jacqueline Denning
ARNOLD & PORTER,
on behalf of Hoffmann-La Roche Inc.&
Roche Vitamins Inc.

**TAKEDA CHEMICAL INDUSTRIES,
LTD.**

By: Lawrence Byrne
Lawrence Byrne
SQUADRON, ELLENOFF, PLESENT
& SHEINFELD, LLP,
on behalf of Takeda Chemical Industries, Ltd.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

STATE OF NEW YORK, *ex. rel.*
Attorney General ELIOT SPITZER,

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

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

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

CIVIL ACTION NO. _____

DISTRICT OF COLUMBIA, *ex. rel.*
Corporation Counsel ROBERT R. RIGSBY,

FINAL JUDGMENT AND CONSENT DECREE

STATE OF MINNESOTA, *ex. rel.*
Attorney General MIKE HATCH,

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

STATE OF ARIZONA, *ex. rel.*
Attorney General JANET NAPOLITANO,

STATE OF ARKANSAS, *ex. rel.*
Attorney General MARK PRYOR,

STATE OF CALIFORNIA, *ex. rel.*
Attorney General BILL LOCKYER,

STATE OF COLORADO, *ex. rel.*
Attorney General KEN SALAZAR,

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

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

STATE OF GEORGIA, *ex. rel.*
Attorney General THURBERT E. BAKER,

Attachment A

STATE OF HAWAII, *ex. rel.*
Attorney General EARL I. ANZAI,

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

STATE OF INDIANA, *ex. rel.*
Attorney General KAREN M. FREEMAN-WILSON,

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 MAINE, *ex. rel.*
Attorney General ANDREW KETTERER,

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

STATE OF MICHIGAN, *ex. rel.*
Attorney General JENNIFER GRANHOLM,

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 PHILIP T. McLAUGHLIN,

STATE OF NEW MEXICO, *ex. rel.*
Attorney General PATRICIA A. MADRID,

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 PUERTO RICO, *ex. rel.*
Secretary of Justice ANGEL E. ROTGER SABAT,

STATE OF RHODE ISLAND, *ex. rel.*
Attorney General SHELDON WHITEHOUSE,

STATE OF SOUTH CAROLINA, *ex. rel.*
Attorney General CHARLIE CONDON,

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

STATE OF TENNESSEE, *ex. rel.*
Attorney General PAUL G. SUMMERS,

STATE OF TEXAS, *ex. rel.*
Attorney General JOHN CORNYN,

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

STATE OF VERMONT, *ex. rel.*
Attorney General WILLIAM H. SORRELL,

COMMONWEALTH OF VIRGINIA, *ex. rel.*
Attorney General MARK L. EARLEY,

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

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

STATE OF WYOMING, *ex. rel.*
Attorney General GAY WOODHOUSE,

Plaintiffs,

v.

HOFFMANN-LA ROCHE INC., ROCHE VITAMINS INC.,
AVENTIS ANIMAL NUTRITION S.A.;
DAIICHI PHARMACEUTICAL CO., LTD;
EISAI CO., LTD; TAKEDA CHEMICAL INDUSTRIES, LTD.; and
BASF CORPORATION,

Defendants.

Plaintiffs, the States, Commonwealths, and Districts of ALASKA, ARIZONA, ARKANSAS, CALIFORNIA, COLORADO, CONNECTICUT, DELAWARE, DISTRICT OF COLUMBIA, FLORIDA, GEORGIA, HAWAII, IDAHO, ILLINOIS, INDIANA, IOWA, KANSAS, KENTUCKY, MAINE, MARYLAND, MICHIGAN, MINNESOTA, MONTANA, NEBRASKA, NEVADA, NEW HAMPSHIRE, NEW MEXICO, NEW YORK, NORTH CAROLINA, NORTH DAKOTA, OHIO, OKLAHOMA, OREGON, PUERTO RICO, RHODE ISLAND, SOUTH CAROLINA, SOUTH DAKOTA, TENNESSEE, TEXAS, UTAH, VERMONT, VIRGINIA, WASHINGTON, WEST VIRGINIA, WISCONSIN, AND WYOMING ("Plaintiff States") have filed a Complaint against the Settling Defendants for damages arising from proprietary purchases of Vitamin Products and Indirect Vitamin Products, injunctive relief and penalties in their sovereign capacity, alleging that the Settling Defendants and co-conspirators violated federal and state antitrust laws. The Settling Defendants deny the allegations contained therein. The Plaintiff States commenced this action on the fifth day of December, 2000.

Plaintiff States, by their respective Attorneys General, and the Settling Defendants have entered into a Settlement Agreement and have agreed by Stipulation to entry of this Final Judgment and Consent Decree, and without the Settlement, Stipulation and Final Judgment and Consent Decree 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 issues 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. The Court also has jurisdiction over each of the parties hereto for purposes of enforcing this Final Judgment and Consent Decree and the Settlement Agreement. The Complaint raises claims against the Settling Defendants under Section 1 of the Sherman Act (15 U.S.C. § 1), Section 4 of the Clayton Act (15 U.S.C. § 15), and Section 16 of the Clayton Act (15 U.S.C. § 26). Jurisdiction lies in this court pursuant to 28 U.S.C. § 15 and 28 U.S.C. § 1367. The Complaint raises pendent state claims for damages, penalties and other relief.

II. DEFINITIONS

As used in this Final Judgment and Consent Decree:

1. "Attorneys General" means the attorneys general of the States and Commonwealths identified in the caption of the complaint, the Corporation Counsel of the District of Columbia and the Secretary of Justice of Puerto Rico.

2. "Indirect Vitamins Products" means Vitamin Products, products containing Vitamin Products, or products constituted of (in whole or in part) or derived from animals that consumed Vitamin Products or products containing Vitamin Products.

3. "Premix" means any product that contains one or more Vitamin Products in combination with other substances (such as other active ingredients or dilution agents) and is or was sold by a Settling Defendant as a premixed formulation.

4. "Settlement Agreement" means the State Vitamin Purchaser Settlement Agreement entered into on the tenth day of October, 2000 between the States and the Settling Defendants. A copy of the Settlement Agreement is attached as Exhibit A to this Final Order and Consent Decree.

5. "Settlement Amount" means twenty-nine million, five hundred and ninety-five thousand, and seven hundred dollars ($29,595,700).

6. "Settling Defendants" means the Defendants named in the caption of the complaint.

7. "Vitamin Products" means: (i) the following vitamins and carotenoids: vitamin A, astaxanthin, vitamin B1 (thiamin), vitamin B2 (riboflavin), vitamin B4 (choline chloride) vitamin B5 (calpan), vitamin B6, vitamin B9 (folic acid), vitamin B12 (cyanocobalamine pharma), beta-carotene, vitamin C, canthaxanthin, vitamin E, and vitamin H (biotin), as well as all blends and forms of the foregoing, and (ii) Premix.

III. INJUNCTION

For a period of two (2) years from the date of execution of the Settlement Agreement BASF Corporation, Daiichi Fine Chemicals, Inc., Eisai U.S.A., Inc., Hoffmann-La Roche Inc., Roche Vitamins Inc., Aventis Animal Nutrition Inc. and Takeda Vitamin and Food USA Inc. are

hereby enjoined and restrained from engaging in any horizontal conduct that constitutes a per se violation of Section 1 of the Sherman Act, including, but not limited to, price fixing, market allocation and bid rigging, with respect to the sale of any Vitamin Product for delivery in the United States.

IV. PAYMENT TO THE STATES

In full and final settlement of all the States' released claims (as defined in the Settlement Agreement) and covenants not to sue set forth in the Settlement Agreement, the Settling Defendants shall severally pay to the States the total sum of the Settlement Amount to be distributed in accordance with the Settlement Agreement.

V. DISMISSAL WITH PREJUDICE

The Complaint against the Settling Defendants is hereby dismissed with prejudice as to the States, except as provided for in the Settlement Agreement, and without costs.

There is no just reason for delay of entry of a final judgment of dismissal with prejudice as to the Settling Defendants, and the Clerk is therefore directed to enter such a final judgment pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

VI. RETENTION OF JURISDICTION

Without affecting the finality of this Final Judgment and Consent Decree, jurisdiction shall be retained by this Court for the purposes of enabling any party hereto to apply for such further orders and directions as may be necessary or appropriate for the construction or enforcement of this Final Judgment and Consent Decree and to remedy a violation of any of the provisions contained herein. This Court shall have the authority to specifically enforce the provisions of this Final Judgment and Consent Decree.

VII. TERM

On October 10, 2002, Section III of this Final Judgment and Consent Decree shall automatically terminate without any action by any party or the Court.

So ordered this _____ day of _____ 2000

_____
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

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STATE VITAMIN PURCHASER SETTLEMENT AGREEMENT

October 10, 2000

Exhibit A

STATE VITAMIN PURCHASER SETTLEMENT AGREEMENT

THIS STATE VITAMIN PURCHASER SETTLEMENT AGREEMENT is made and entered into as of the tenth day of October, 2000 by and among the Settling Defendants and the undersigned States to settle and resolve with finality all State Vitamin Purchaser Released Claims against the Released Parties, as set forth herein;

WHEREAS, private class actions have been filed in Arizona, California, the District of Columbia, Florida, Kansas, Maine, Michigan, Minnesota, New Mexico, New York, North Carolina, North Dakota, South Dakota, Tennessee, West Virginia, and Wisconsin asserting various claims for relief against the Settling Defendants relating to the Alleged Conduct; and

WHEREAS, the States of Arizona, California, the District of Columbia, Florida, Hawaii, Idaho, Illinois, Kansas, Maine, Michigan, Minnesota, Nevada, New Mexico, New York, North Carolina, North Dakota, Puerto Rico, Rhode Island, South Dakota, Tennessee, Vermont, Washington, West Virginia, and Wisconsin, represented by their respective Attorneys General, will file complaints for damages as parens patriae against the Settling Defendants relating to the Alleged Conduct; and

WHEREAS, the remaining States have worked closely with representatives of those 24 States, and are prepared to resolve claims against the Released Parties; and

WHEREAS, the States will file a complaint in the United States District Court for the District of Columbia seeking injunctive relief and damages for Government Purchases of Vitamin Products and/or Indirect Vitamin Products; and

WHEREAS, the States and the Settling Defendants wish to avoid the expense, delay, inconvenience, burden and uncertainty of litigation, and, therefore, have determined it to be in their best interests to resolve their dispute and enter into this Settlement Agreement;

NOW, THEREFORE, BE IT KNOWN THAT, in consideration of the payments to be made by the Settling Defendants pursuant to the terms of this agreement, the California Antitrust Litigation Settlement Agreement, and the Master Settlement Agreement, the releases and discharges of the State Vitamin Purchaser Released Claims by the States, the receipt and sufficiency of which consideration is hereby acknowledged by all parties to this Agreement, the States

and the Settling Defendants, acting by and through their authorized agents, memorialize and agree as follows:

1. Definitions.

(a) *"Alleged Conduct"* means the alleged participation of Settling Defendants and others in a conspiracy or conspiracies to fix, raise, maintain or stabilize the prices of, and/or allocate volumes, markets or customers for Vitamin Products and other vitamins.

(b) "*Aventis*" means Aventis Animal Nutrition S.A. (formerly known as Rhone-Poulenc Animal Nutrition S.A.), except in paragraph 3, where "Aventis" means Aventis Animal Nutrition Inc.

(c) "*BASF*" means BASF Corporation, except in paragraphs 2 and 13 where "BASF" means, and "Settling Defendant" shall include, BASF Aktiengesellschaft and not BASF Corporation.

(d) *"California Antitrust Litigation Vitamins Settlement Agreement"* means a settlement agreement among the Settling Defendants, the State of California, and a class of indirect purchasers settling claims related to the Alleged Conduct.

(e) *"California State Vitamin Purchaser Released Claims"* means all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, (including costs, expenses, penalties and attorneys' fees), whether known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, statutory or common law, that any of the California State Releasing Parties, whether directly, representatively, derivatively or any other capacity, ever had, now have or hereafter can, shall or may have against any Released Party relating in any way to any Alleged Conduct or to conduct prior to the date hereof concerning the production, purchase, sale or pricing of Vitamin Products and any and all other vitamins and includes, without limitation, any claims (including the costs, expenses and fees associated therewith) regarding any or all of the following:

(i) purchases, either direct or indirect, of Vitamin Products or Indirect Vitamin Products by or on behalf of any of the California State Releasing Parties for their own use or for use by California citizens, including but not limited to reimbursement, payment, or coverage for, or indemnification of, purchases of Vitamin Products or Indirect Vitamin Products made by any person or entity; and/or

(ii) claims that a California State Releasing Party may rightfully assert against any Released Party by virtue of an assignment of antitrust rights by a direct or indirect purchaser; and/or

(iii) actions for civil or criminal penalties or forfeiture under the respective laws of the State of California for breaches of antitrust and/or consumer protection laws in each respective State arising from the Alleged Conduct during the Relevant Period.

(f) *"California State Releasing Parties"* means the State of California and any of its past, present and future agents acting in their official capacities, legal representatives, agencies and departments.

(g) *"Complaint"* means the complaint substantially in the form of Exhibit 1 to this Agreement, which shall be filed by the States against the Settling Defendants alleging violations of Federal and State antitrust laws seeking injunctive relief and damages for the States' Government Purchases arising out of the Alleged Conduct.

(h) *"Court"* means the United States District Court for the District of Columbia.

(i) "*Daiichi*" means Daiichi Pharmaceutical Co., Ltd., except in paragraph 3, where "Daiichi" means Daiichi Fine Chemicals, Inc.

(j) "*Eisai*" means Eisai Co., Ltd., except in paragraph 3, where "Eisai" means Eisai U.S.A., Inc.

(k) *"Escrow Agent"* means the Escrow Agent under the Escrow Agreement substantially in the form of Schedule B hereto to be agreed upon by the Settling Defendants and the States.

(l) "*Excluded State Claim*" means a claim arising out of the purchase of a Vitamin Product or Indirect Vitamin Product, where the purchase was not made from the manufacturer of the purchased Vitamin Product as identified in Schedule C hereto, and where the claim is: (i) brought by the Attorney General of Alaska for its Government Purchases or on behalf of consumers pursuant to Alaska Stat. §§ 45.50.501; (ii) brought by the Attorney General of Arkansas for its Government Purchases or on behalf of consumers pursuant to Ark. Stat. Ann. § 4-88-104; (iii) brought by the Attorney General of Connecticut for its Government Purchases or on behalf of consumers pursuant to Conn. Gen. Stat. § 42-110m; (iv) brought by the Attorney General of Kentucky for its Government Purchases or on behalf of consumers pursuant to KRS §

367.190; (v) brought by the Attorney General of Louisiana for its Government Purchases or on behalf of consumers pursuant to La. Rev. Stat. Ann. §§ 51:1407-1408; (vi) brought by the Attorney General of Ohio for its Government Purchases or on behalf of consumers pursuant to Ohio Rev. Code Ann. § 109.81 and § 1331.01; (vii) brought by the Attorney General of Oklahoma for its Government Purchases or on behalf of consumers pursuant to 15 O.S. § 756. 1 (C)(2); (viii) brought by the Attorney General of South Carolina for its Government Purchases or on behalf of consumers pursuant to S.C. Code Ann. § 39-5-50; and (ix) brought by the Attorney General of Utah for its Government Purchases or on behalf of consumers pursuant to Utah Code Ann. § 76-10-918.

(m) "*Execution Date*" means October 10, 2000.

(n) *"Final Approval"* means the first date upon which each of the following conditions shall have been satisfied: (i) the Court has entered the Final Judgment and Consent Decree; and (ii) either (a) the time to appeal, or to seek permission to appeal, the Court's entry of the Final Judgment and Consent Decree has expired with no appeal having been taken or permission to appeal having been sought; or (b) such entry of the Final Judgment and Consent Decree has been affirmed in its entirety by the court of last resort to which any appeal has been taken or petition for review has been presented and such affirmance has become no longer subject to the possibility of further appeal or review.

(o) *" Final Judgment and Consent Decree"* means the final judgment and consent decree substantially in the form of Exhibit 2 of this Agreement, which shall be filed by the States in settlement of the Complaint.

(p) "*Funding Date*" means seven (7) days after the Execution Date.

(q) *"Government Entity"* means a State acting in its sovereign capacity, and any of its departments, agencies and political sub-divisions.

(r) *"Government Purchases"* means a purchase of Vitamin Products or Indirect Vitamin Products by or on behalf of a Government Entity for the Government Entity's own use or for use by its citizens, and shall also include a Government Entity's reimbursement, payment, or coverage for, or indemnification of, purchases of Vitamin Products or Indirect Vitamin Products made by any person or entity.

(s) *"Indirect Vitamin Products"* means Vitamin Products, products containing Vitamin Products, or products constituted of (in whole or in

part) or derived from animals that consumed Vitamin Products or products containing Vitamin Products.

(t) "*Master Settlement Agreement*" means the Settlement Agreement entered into among the Settling Defendants, the Consumer Settlement Class, the Commercial Settlement Class, and the Settling States in settlement of the Class Actions and the State Actions (capitalized terms used in this subparagraph have the meanings ascribed to them in the Master Settlement Agreement).

(u) "*Premix*" means any product that contains one or more Vitamin Products in combination with other substances (such as other active ingredients or dilution agents) and is sold by a Settling Defendant as a premixed formulation.

(v) "*Released Parties*" means the Settling Defendants; the present and former direct and indirect parents, subsidiaries, divisions, affiliates or associates (as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934) of any of the above; the present and former stockholders, officers, directors, employees, agents and legal representatives of any of the above entities (with respect to the conduct of any of the above entities); and the predecessors, heirs, executors, administrators, successors and assigns of any of the above persons or entities; each of which individually is a "Released Party."

(w) "*Roche*" means Hoffmann-La Roche Inc. and Roche Vitamins Inc.

(x) "*Settling Defendants*" means Aventis, BASF, Daiichi, Eisai, Roche, and Takeda, each of which individually is a "Settling Defendant," except in paragraph 3, where "*Settling Defendants*" shall include Aventis Animal Nutrition Inc., Daiichi Fine Chemicals, Inc., Eisai U.S.A., Inc., and Takeda Vitamin and Food USA, Inc., and shall exclude Aventis Animal Nutrition S.A., Daiichi Pharmaceutical Co., Ltd., Eisai Co., Ltd., and Takeda Chemical Industries, Ltd.

(y) "*Settlement Percentage*" means (i) for Aventis, 8.126%, (ii) for BASF, 24.415%, (iii) for Daiichi, 1.702%, (iv) for Eisai, 2.994%, (v) for Roche, 55.880%, and (vi) for Takeda, 6.883%.

(z) "*State*" means each state that is signatory to this Agreement, the District of Columbia and the Commonwealth of Puerto Rico (collectively, "the States"). To be signatory to this Agreement, a state must

execute the Agreement, and notify the Settling Defendants of such execution, within 28 days after the Execution Date.

(aa) "*State Releasing Parties*" means each State except California and any of its past, present and future agents acting in their official capacities, legal representatives, agencies and departments; and also means, to the full extent of the authority of the signatories hereto to release past, present, and future claims, any State's subdivisions, public entities, public instrumentalities and public education institutions.

(bb) "*State Vitamin Purchaser Released Claims*" means, subject to the exceptions enumerated in paragraph 7 herein, all manner of claims, demands, actions, suits, causes of action, whether class, parens patriae, individual or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, (including costs, expenses, penalties and attorneys' fees), whether known or unknown, suspected or unsuspected, asserted or unasserted, in law or equity, statutory or common law, that any of the State Releasing Parties, whether directly, representatively, derivatively or any other capacity, ever had, now have or hereafter can, shall or may have against any Released Party relating in any way to any Alleged Conduct or to conduct prior to the date hereof concerning the production, purchase, sale or pricing of Vitamin Products and any and all other vitamins and includes, without limitation, any claims (including the costs, expenses and fees associated therewith) regarding any or all of the following:

(i) Government Purchases, either direct or indirect; and/or

(ii) claims that a State Releasing Party may rightfully assert against any Released Party by virtue of an assignment of antitrust rights by a direct or indirect purchaser; and/or

(iii) actions for civil or criminal penalties or forfeiture under the respective laws of the States for breaches of antitrust and/or consumer protection laws in each respective State arising from the Alleged Conduct during the Relevant Period.

provided, however, that this release of claims is not intended to and shall not release:

(i) claims that a State Releasing Party may rightfully assert by virtue of an assignment of antitrust rights by a direct or indirect purchaser, but only to the extent that such claims are brought against the assignor and not against any Released Party; and/or

(ii) any Excluded State Claims; and/or

(iii) any claims released by a Settling State under the Master Settlement Agreement; and/or

(iv) any claims under Section 1 of the Sherman Act (15 U.S.C. § 1) by a person or entity (excluding a State) that is, or would have been had they not validly excluded themselves, a member of either or both of the classes certified in In re Vitamin Antitrust Litigation, Misc. No. 99-197 (TFH) (M.D.L. No. 1285) based on a purchase of a Vitamin Product made directly from the manufacturer of that Vitamin Product as identified on Schedule C hereto.

(cc) "*SVPSA*" means this State Vitamin Purchaser Settlement Agreement.

(dd) "*SVPSA Amount*" means $29,833,700, subject to reduction pursuant to paragraph 2 herein.

(ee) "*Takeda*"means Takeda Chemical Industries, Ltd., except in paragraph 3, where "Takeda" shall mean Takeda Vitamin & Food USA, Inc.

(ff) "*Vitamin Products*" means: (i) the following vitamins and carotenoids (each of which individually is a "Vitamin Product"): vitamin A, astaxanthin, vitamin B1 (thiamin), vitamin B2 (riboflavin), vitamin B4 (choline chloride), vitamin B5 (calpan), vitamin B6, vitamin B9 (folic acid), vitamin B12 (cyanocobalamine pharma), beta-carotene, vitamin C, canthaxanthin, vitamin E and vitamin H (biotin), as well as all blends and forms of the foregoing, and (ii) Premix

2. Settlement Consideration. Subject to the terms of this SVPSA, and in full, complete and final settlement of the State Vitamin Purchaser Released Claims and the California State Vitamin Purchaser Released Claims, each Settling Defendant agrees to severally pay its Settlement Percentage of the SVPSA Amount to the Escrow Agent on the Funding Date. The Escrow Agent shall hold the SVPSA Amount in escrow, to be invested in instruments secured by the full faith and credit of the United States, until distribution occurs pursuant to paragraph 9. In the event that a state identified on Schedule A hereto fails to execute this Agreement within 28 days after the Execution Date, the Escrow Agent shall, within 38 days after the Execution Date, return to the Settling Defendants (based on their respective Settlement Percentages) the amount allocated to that state in Schedule A plus any interest and minus any administrative costs accruing from the Funding Date allocable to that part of the SVPSA Amount.

3. Injunctive Relief. The Settling Defendants agree that for a period of two years after the date hereof, they will not engage in any horizontal conduct that constitutes a per se violation of Section 1 of the Sherman Act, including but not limited to price fixing, market allocation and bid rigging, with respect to the sale of any Vitamin Product for delivery in the United States.

4. Complaint and Final Judgment and Consent Decree. Within 30 days after the Execution Date, the Complaint and Final Judgment and Consent Decree shall be filed, together with a copy of this SVPSA, in the Court.

5. Consent to splitting of causes of action. The Settling Defendants expressly consent to the filing of the following actions by the States:

(a) for States that are Settling States (as defined in the Master Settlement Agreement), the filing of complaints as parens patriae on behalf of the citizens and businesses of their States; and

(b) for the State of California, the filing of a complaint as parens patriae on behalf of California citizens and businesses; and

(c) for all States the filing of the Complaint and Final Judgment and Consent Decree; and

the Settling Defendants hereby waive any and all rights to object or to contest the filing of any of the above documents, or any other document contemplated in either the Master Settlement Agreement, the California Antitrust Litigation Vitamins Settlement Agreement or this Agreement, on the grounds that any or all of the States have split or divided their causes of action.

6. Releases and Covenants Not to Sue. On and as of the date of entry of the Final Judgment and Consent Decree, the Released Parties shall be released and forever discharged by the State Releasing Parties from all State Vitamin Purchaser Released Claims, provided, however, that this release and covenant not to sue shall not preclude the States from seeking recovery from the settlement fund established pursuant to the settlement agreement reached in In re Vitamin Antitrust Litigation, Misc. No. 99-197 (TFH) (M.D.L. No. 1285).

7. State of California Release and Covenants Not to Sue. The State of California and the Settling Defendants expressly acknowledge that, upon final approval of the California Antitrust Litigation Vitamins Settlement Agreement by the California State Court, the Released Parties shall be released and forever discharged from all California State Vitamin Purchaser Released Claims. Upon final approval of the California Antitrust Litigation Vitamins Settlement

Agreement by the California State Court, the release and waiver of the California State Vitamin Purchaser Released Claims shall become operative and shall be incorporated by reference into this Agreement. The State of California and the Settling Defendants acknowledge that the incorporation of the California State Vitamin Purchaser Released Claims into this Agreement upon final approval by the California State Court represents present, full and adequate consideration for the payments made pursuant to this Agreement. Unless and until the California State Vitamin Purchaser Released Claims are incorporated into this Agreement under the terms of this paragraph, no part of the SVPSA Amount shall be distributed or paid to the State of California. In the event the California State Court issues an order denying preliminary or final approval of the California Antitrust Litigation Vitamins Settlement Agreement, the Escrow Agent shall, within 10 days after receiving notice of entry of such an order, return to the Settling Defendants (based on their respective Settlement Percentages) that part of the SVPSA Amount allocated to California on Schedule A hereto plus any interest and minus any administrative costs accruing from the Funding Date allocable to that part of the SVPSA Amount.

8. Waivers. In addition to the provisions of paragraphs 6 and 7, each State Releasing Party and each California State Releasing Party hereby expressly agrees with respect to the State Vitamin Purchaser Released Claims released by such State Releasing Party pursuant to paragraph 6 hereof, and with respect to the California State Vitamin Purchaser Released Claims released by such California State Releasing Party pursuant to paragraph 7 hereof, that each State Releasing Party and each California State Releasing Party will waive and release any and all provisions, rights and benefits conferred either: (a) by § 1542 of the California Civil Code, which reads:

> "Section 1542. General release; extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor;"

or (b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code.

Each of the State Releasing Parties acknowledges that it may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the State Vitamin Purchaser Released Claims that such State Releasing Party has released pursuant to paragraph 6 hereof, but each State Releasing Party hereby expressly agrees that it shall have

waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the State Vitamin Purchaser Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each of the California State Releasing Parties acknowledges that it may hereafter discover facts other than or different from those that it knows or believes to be true with respect to the subject matter of the California State Vitamin Purchaser Released Claims that such California State Releasing Party has released pursuant to paragraph 7 hereof, but each California State Releasing Party hereby expressly agrees that it shall have waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the California State Vitamin Purchaser Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

9. Distribution of Settlement Payments. Within 10 days after Final Approval, the SVPSA Amount, plus any interest and minus any administrative costs accruing from the Funding Date, shall be distributed by the Escrow Agent to the States as outlined in Schedule A hereto. Each Attorney General may direct the Escrow Agent to make payments on their behalf for costs and expenses associated with the conduct of the investigation of the Alleged Conduct, or for deposit in a state antitrust or consumer protection account, and each Attorney General may also direct the Escrow Agent to make payments on their behalf directly to Government Entities that were affected by the Alleged Conduct. If the Court does not enter the Final Judgment and Consent Decree within 180 days from the filing of the Complaint and Final Judgment and Consent Decree, the Escrow Agent shall promptly return to the Settling Defendants the SVPSA Amount plus any interest minus any administrative costs accruing from the Funding Date.

10. Protection Against Duplicative Liability for Contribution or Indemnity. Notwithstanding anything to the contrary contained in this SVPSA, in consideration of the terms hereof and in order to induce the Settling Defendants to enter into the SVPSA, the States shall exclude from the dollar amount of any judgment collectable against any person in any action on any final judgment on any claim comparable to the State Vitamin Purchaser Released Claims or the California State Vitamin Purchaser Released Claims an amount equal to the percentage or amount of such judgment for which any Released Party would be responsible pursuant to a valid and enforceable claim for contribution and/or indemnification (other than any such claim that arises out of any voluntarily assumed contribution and/or indemnification obligation of such Released Party). The Settling Defendants and the States agree that no such valid and enforceable claim for contribution and/or indemnification presently exists as a matter of law,

and the Settling Defendants agree to use their reasonable best efforts to defend that position against any such claim for contribution and/or indemnity. The States agree that the undertaking set forth in this paragraph is not only for the benefit of the Settling Defendants but also for the benefit of any person against whom any such judgment is entered and that this undertaking may be enforced by any such person as an intended beneficiary hereof. This provision provides for a judgment reduction only, and shall not create a separate liability requiring the repayment by any State of any funds distributed pursuant to the SVPSA.

11. Consent to Jurisdiction. Each Settling Defendant and each State hereby irrevocably submits to the exclusive jurisdiction of the Court for any suit, action, proceeding or dispute arising out of or relating to the SVPSA or the applicability of the SVPSA and its exhibits. Without limiting the generality of the foregoing, it is hereby agreed that any dispute concerning the provisions of paragraphs 6, 7, 8 or 10 hereof, including but not limited to any suit, action or proceeding in which the provisions of paragraphs 6, 7, 8 or 10 hereof are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, constitutes a suit, action or proceeding arising out of or relating to this SVPSA and its exhibits and schedules. In the event that the provisions of paragraphs 6, 8 or 10 hereof are asserted by any of the Released Parties as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection in any suit, action or proceeding, it is hereby agreed that such Released Party shall be entitled to a stay of that suit, action or proceeding until the Court has entered a final judgment no longer subject to any appeal or review determining any issues relating to the defense or objection based on such provisions. Solely for purposes of such suit, action or proceeding, to the fullest extent that they may effectively do so under applicable law, the States and the Settling Defendants hereto irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court or that the Court is in any way an improper venue or an inconvenient forum. Nothing herein shall be construed as a submission to jurisdiction for any purpose other than enforcement of the SVPSA.

12. Resolution of Disputes; Retention of Jurisdiction. Any disputes between or among the Settling Defendants and the States concerning matters contained in the SVPSA shall, if they cannot be resolved by negotiation and agreement, be submitted to the Court. The Court shall retain exclusive jurisdiction over implementation and enforcement of this Settlement Agreement.

13. Settling Defendants' Obligations Are Several and Not Joint. All obligations assumed by the Settling Defendants under the SVPSA are intended to be, and shall remain, several and not joint.

14. Binding Effect. The SVPSA shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. Without limiting the generality of the foregoing, each and every covenant and agreement herein by the undersigned representative of each States shall be binding upon the State Releasing Parties and the California State Releasing Parties.

15. Authorization to Enter Settlement Agreement. Each of the undersigned representatives of the States covenants and represents that he or she is fully authorized to conduct settlement negotiations on behalf of the States and the relevant State Releasing Parties or the California State Releasing Parties, and to enter into, and to execute, the SVPSA on behalf of the relevant State and State Releasing Parties or California State Releasing Parties. Each undersigned representative of a Settling Defendant covenants and represents that such representative is fully authorized to enter into and to execute this Settlement Agreement on behalf of such Settling Defendant.

16. No Admission. The parties expressly agree that the SVPSA and its contents, including its exhibits and schedules, and any and all statements, negotiations, documents and discussions associated with it, shall not be deemed or construed to be an admission or evidence: (i) of any violation of any statute or law or of any liability or wrongdoing or of the truth of any of the claims or allegations contained in the Complaint, the State Actions (as defined in the Master Settlement Agreement), the Class Actions (as defined in the Master Settlement Agreement) or any other pleading, and evidence thereof shall not be discoverable or used, directly or indirectly, in any way, whether in the State Actions (as defined in the Master Settlement Agreement), the Class Actions (as defined in the Master Settlement Agreement) or in any other action or proceeding; or (ii) that the State Actions (as defined in the Master Settlement Agreement), the Class Actions (as defined in the Master Settlement Agreement) or any similar litigation may properly be maintained as class actions for trial purposes.

17. Intended Beneficiaries. Except as expressly provided in paragraph 10 hereof, no provision of the SVPSA shall provide any rights to, or be enforceable by, any person or entity that is not a State, a State Vitamin Purchaser Released Party, or a California State Vitamin Purchaser Released Party. No State may assign or otherwise convey any right to enforce any provision of the SVPSA.

18. Headings. The headings used in the SVPSA are intended for the convenience of the reader only and shall not affect the meaning or interpretation of the SVPSA.

19. No Party Is the Drafter. None of the parties hereto shall be considered to be the drafter of the SVPSA or any provision hereof for the purpose

of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

20. Choice of Law. All terms of the SVPSA and the exhibits and schedules hereto shall be governed by and interpreted according to the substantive laws of the District of Columbia without regard to its choice of law or conflict of laws principles.

21. Amendment; Waiver. The SVPSA shall not be modified in any respect except by a writing executed by all the parties hereto, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving party. The waiver by any party of any breach of the SVPSA shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of the SVPSA.

22. Execution in Counterparts. The SVPSA may be executed in counterparts. Facsimile signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to the SVPSA.

23. Integrated Agreement. The SVPSA contains an entire, complete, and integrated statement of each and every term and provision agreed to by and among the parties hereto, and it is not subject to any condition not provided for herein.

IN WITNESS WHEREOF, the parties hereto, through their fully authorized representatives have agreed to the SVPSA on the date first herein above written.

AVENTIS ANIMAL NUTRITION S.A.

By: _____
John M. Majoras
JONES, DAY, REAVIS & POGUE,
on behalf of Aventis Animal Nutrition S.A.

BASF CORPORATION

By: _____
Tyrone C. Fahner
MAYER, BROWN & PLATT,
on behalf of BASF Corporation

DAIICHI PHARMACEUTICAL CO., LTD.

By: _____
Michael L. Denger
GIBSON, DUNN & CRUTCHER, LLP,
on behalf of Daiichi Pharmaceutical Co., Ltd.

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By:

Tyrone C. Fahner
MAYER, BROWN & PLATT,
on behalf of BASF Corporation

DAIICHI PHARMACEUTICAL CO., LTD.

By:

Michael L. Denger
GIBSON, DUNN & CRUTCHER, LLP,
on behalf of Daiichi Pharmaceutical Co., Ltd.

EISAI CO., LTD.

By: _____
D. Stuart Meiklejohn
SULLIVAN & CROMWELL,
on behalf of Eisai Co., Ltd.

HOFFMANN-LA ROCHE INC. & ROCHE VITAMINS INC.

By: _____
Jacqueline Denning
ARNOLD & PORTER,
on behalf of Hoffmann-La Roche Inc. & Roche Vitamins Inc.

TAKEDA CHEMICAL INDUSTRIES, LTD.

By: _____
Lawrence Byrne
SQUADRON, ELLENOFF, PLESENT & SHEINFELD, LLP,
on behalf of Takeda Chemical Industries, Ltd.

EISAI CO., LTD.

By:_____
D. Stuart Meiklejohn
SULLIVAN & CROMWELL,
on behalf of Eisai Co., Ltd.

HOFFMANN-LA ROCHE INC. & ROCHE VITAMINS INC.

By: Jacqueline Denning
Jacqueline Denning
ARNOLD & PORTER,
on behalf of Hoffmann-La Roche Inc. & Roche Vitamins Inc.

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EISAI CO., LTD.

By:_____

D Stuart Meiklejohn
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on behalf of Eisai Co., Ltd.

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By:_____

Jacqueline Denning
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TAKEDA CHEMICAL INDUSTRIES, LTD.

By: Lawrence Byrne

Lawrence Byrne
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on behalf of Takeda Chemical Industries, Ltd.

STATE VITAMIN PURCHASER SETTLEMENT AGREEMENT

STATE OF NEW YORK

ELIOT SPITZER
Attorney General

: _____

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DATED this 2nd day of October, 2000.

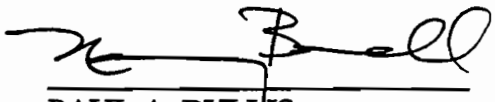
BRUCE M. BOTELHO
ATTORNEY GENERAL
STATE OF ALASKA

By: _____
Julia Coster
Assistant Attorney General

Signature block for the Plaintiff State of Arizona for the State Vitamins Purchaser Settlement Agreement

Dated: September 25, 2000
Phoenix, Arizona

JANET NAPOLITANO
Attorney General



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Date: October 10, 2000

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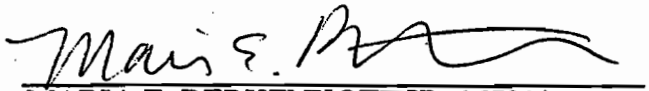

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Signature by State of Delaware of agreement in *State Vitamin Purchaser Settlement Agreement.*

Dated: October 6, 2000
Wilmington, DE

M. Jane Brady, Attorney General,
State of Delaware

ORIGINAL

BY: _____

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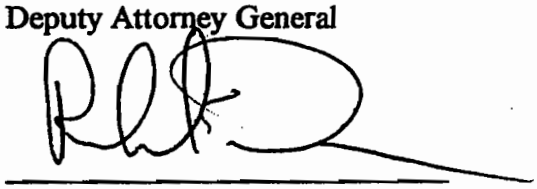

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HAROLD MELTON 501570
Senior Assistant Attorney General

This 4th day of October, 2000

PLEASE DIRECT ALL
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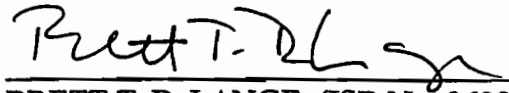

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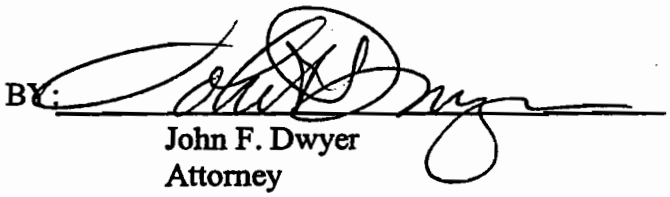
DATE: 10/02/00

BY: 

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Sincerely,

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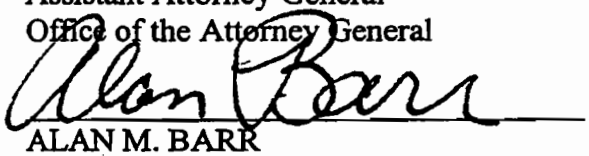

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SETTLEMENT AGREEMENT BETWEEN PLAINTIFF STATES AND HOFFMAN-LA ROCHE INC., ROCHE VITAMINS, INC., AVENTIS ANIMAL NUTRITION S.A.; DAIICHI PHARMACEUTICAL CO., LTD.; EISAI CO., LTD.; TAKEDA CHEMICAL INDUSTRIES, LTD., AND BASF CORPORATION

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In the Matter of:

STATE VITAMINS PURCHASER AGREEMENT

DATED this 5 day of Oct, 2000.

STATE OF NEW HAMPSHIRE

PHILIP T. MCLAUGHLIN
ATTORNEY GENERAL

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Senior Assistant Attorney General
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Attorney General

BY: David W. Huey

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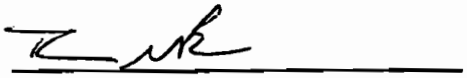

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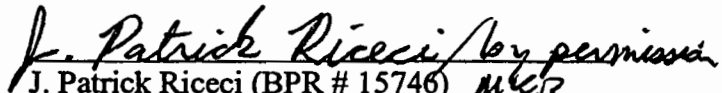
STATE OF SOUTH DAKOTA

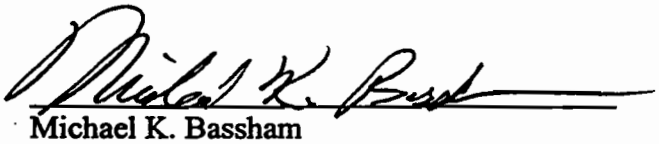
MARK BARNETT
ATTORNEY GENERAL

STATE OF TENNESSEE

Paul G. Summers (BPR # 6285)
Attorney General and Reporter



J. Patrick Riceci (BPR # 15746) MKB
Assistant Attorney General
(615) 741-3694



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Counsel for the State of Texas

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(512) 320-0975 (Facsimile No.)

Respectfully submitted,

JOHN CORNYN
Attorney General of Texas

ANDY TAYLOR
First Assistant Attorney General

JEFFREY S. BOYD
Deputy Attorney General for Litigation

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Signature Block for the SVPSA for Utah

Dated this 23rd day of September, 2000

JAN GRAHAM
Utah Attorney General

Wayne Klein

WAYNE KLEIN
Assistant Attorney General

In Re: State Vitamin Purchaser Settlement Agreement

WILLIAM H. SORRELL
ATTORNEY GENERAL OF VERMONT
Julie Brill
Vermont Assistant Attorney General
Director of Antitrust
Office of the Vermont Attorney General
109 State Street
Montpelier, VT 05609-1001
(802) 828-3658

September 26, 2000

STATE VITAMIN PURCHASERS ANTITRUST LITIGATION
SETTLEMENT AGREEMENT

MARK L. EARLEY
Attorney General

DATED: September 25, 2000

BY: _____

ANNE MARIE CUSHMAC
Assistant Attorney General
Antitrust and Consumer Litigation Section
Office of the Attorney General
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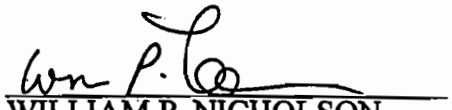
STATE OF WASHINGTON

CHRISTINE O. GREGOIRE
Attorney General of Washington



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STATE OF WEST VIRGINIA ex rel.
DARRELL V. McGRAW, JR.
ATTORNEY GENERAL

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Consumer Protection and Antitrust Division
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vitaminsettlement
sigbloc.wpd

STATE OF WISCONSIN

JAMES E. DOYLE
Attorney General

By:

Kevin J. O'Connor
Assistant Attorney General
Wisconsin Department of Justice

STATE VITAMIN PURCHASER
SETTLEMENT AGREEMENT

DATED the 26th day of September, 2000.

GAY WOODHOUSE
ATTORNEY GENERAL OF WYOMING

Christopher Petrie

Christopher Petrie
Assistant Attorney General
123 Capitol Building
Cheyenne, WY 82002
(307) 777–5838

SCHEDULE A

STATE	TOTAL
Alabama	$45,000.00
Alaska	$49,251.00
Arizona	$408,283.00
Arkansas	$45,000.00
California	$5,378,439.00
Colorado	$595,246.00
Connecticut	$45,000.00
Delaware	$45,000.00
District of Columbia	$255,809.00
Florida	$3,259,848.00
Georgia	$104,614.00
Hawaii	$444,276.00
Idaho	$201,168.00
Illinois	$2,445,754.00
Indiana	$95,075.00
Iowa	$45,000.00
Kansas	$443,163.00
Kentucky	$83,247.00
Louisiana	$45,000.00
Maine	$135,795.00
Maryland	$417,681.00
Michigan	$839,603.00
Minnesota	$825,843.00
Montana	$52,118.00
Nebraska	$74,899.00
Nevada	$733,731.00
New Hampshire	$51,436.00
New Jersey	$60,000.00

New Mexico	$190,203.00
New York	$6,072,818.00
North Carolina	$1,528,290.00
North Dakota	$97,734.00
Ohio	$83,000.00
Oklahoma	$86,959.00
Oregon	$77,904.00
Pennsylvania	$88,000.00
Puerto Rico	$311,094.00
Rhode Island	$118,378.00
South Carolina	$45,000.00
South Dakota	$107,815.00
Tennessee	$417,057.00
Texas	$150,000.00
Utah	$65,129.00
Vermont	$213,936.00
Virginia	$126,344.00
Washington	$1,467,754.00
West Virginia	$180,123.00
Wisconsin	$912,868.00
Wyoming	$50,034.00
Sub total	$29,615,719.00
Costs and Expenses	$217,981.00
Total	$29,833,700.00

SCHEDULE B

SVPSA ESCROW AGREEMENT

This escrow agreement (the "Escrow Agreement") is entered into as of October __, 2000 by and among BASF Aktiengesellschaft, Daiichi Pharmaceutical Co., Ltd., Eisai Co., Ltd., Hoffmann-La Roche Inc., Roche Vitamins Inc., Aventis Animal Nutrition S.A. and Takeda Chemical Industries Ltd. (collectively and severally, "Escrow Defendants" and each individually an "Escrow Defendant"), the States and [____], as escrow agent (the "Escrow Agent").

WITNESSETH:

WHEREAS, on October 10, 2000 Escrow Defendants entered into a settlement agreement with the States setting forth the terms and conditions of an agreement to settle and resolve the claims in the Complaint with finality as to the Escrow Defendants ("Settlement Agreement"); and

WHEREAS, this agreement sets forth the terms and conditions of an escrow agreement with respect to certain funds to be deposited by the Escrow Defendants into escrow accounts and to be retained therein and distributed therefrom in accordance with the terms of the Settlement Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. *Appointment of Escrow Agent.*

Escrow Defendants and the States hereby appoint the Escrow Agent to act as escrow agent on the terms and conditions set forth herein, and the Escrow Agent hereby accepts such appointment on such terms and conditions.

SECTION 2. *SVPSA Escrow Account.*

(a) To the extent each Escrow Defendant shall, pursuant to paragraph 1 of the Settlement Agreement, severally deliver to the Escrow Agent its Settlement Percentage share of $29,833,700.00, the Escrow Agent shall deposit the amount into the escrow account established for such purpose (the "SVPSA Escrow Account"). The SVPSA Escrow Account shall have __ sub-accounts, one for each of the States participating in the SVPSA, with incoming funds to be allocated to those sub-accounts in the manner specified by the States.

SECTION 3. *Investment of Escrow Funds.*

(a) The Escrow Agent, at the joint written direction of each of the States' counsel (who may designate in writing one or more State's counsel to act on their behalf in this respect) and the Escrow Defendants' counsel (who may designate in writing one or more Escrow Defendant's counsel to act on their behalf in this respect), shall invest and reinvest the monies in the SVPSA Escrow Account in either (i) obligations issued or guaranteed by the United States of America or its agencies or instrumentalities or (ii) a money market account managed by the Escrow Agent or any of its subsidiaries or affiliates with a stated investment objective of investing only in the foregoing obligations and certificates. In the absence of such written direction, the Escrow Agent shall invest the Escrow Funds in [_____]. The Escrow Agent shall furnish to the States and each Escrow Defendant on a monthly basis a statement reporting deposits made, interest earned and disbursements made from each Escrow Fund during the prior calendar month.

(b) Absent a failure to adhere to the investment limitations defined in Section 3(a) of this Escrow Agreement, (i) in no event shall the Escrow Agent be liable for the selection of investments or for investment losses incurred thereon; (ii) the Escrow Agent shall have no liability in respect of losses incurred as a result of the liquidation of any investment prior to its stated maturity; and (iii) the Escrow Agent shall not be liable for any losses resulting from any depreciation in the market value of any such investments. Any and all income earned on the Escrow Funds shall accrue to and become part of the Escrow Funds.

(c) The Escrow Funds shall be a separate custody account, segregated from all other funds or accounts held by the Escrow Agent and the Escrow Agent shall maintain all necessary and proper records to identify the Escrow Funds as such accounts separate and distinct from its general assets. The Escrow Agent shall maintain Bankers' Bond coverage for so long as it holds the Escrow Funds. The Escrow Agent shall not commingle the Escrow Funds with any other Assets of Escrow Agent, or of any other party.

SECTION 4. *Release of Escrow Funds.*

(a) The Escrow Agent shall deliver the Escrow Funds as directed by the joint written instruction of each of the States' counsel and the Escrow Defendants' counsel who will also review and provide written approvals of the calculations made in accordance with this Section or pursuant to an order of the Court. Payments shall be made in such a way that there are at all times sufficient funds to cover the amounts necessary for payment of taxes or estimated taxes with respect to any interest or other income earned on the Funds, in accordance with Section 5 of this Escrow Agreement and fees and expenses of the Escrow Agent

allocable to such interest or income in accordance with subsection (b) of this section.

(b) For its services, the Escrow Agent shall receive fees in accordance with the Escrow Agent's fee schedule attached hereto as Exhibit A and shall be reimbursed for reasonable expenses, disbursements and advances incurred in connection with its activities hereunder (including the fees, expenses and disbursements of its counsel and of all persons not regularly in its employ). All such fees and expenses shall constitute a direct charge against the Escrow Funds and shall be allocated among the Escrow Funds in proportion to the amounts contributed to such funds pursuant to Section 2 (less any amounts disbursed therefrom). The Escrow Agent shall not debit the Escrow Funds for any such charge, however, until it has presented its statement to and received the written approval of Escrow Defendants' Counsel (who may designate in writing one or more of their members to act on their behalf in this respect) and the States' (who may designate in writing one or more of their members to act on their behalf in this respect), which approval shall not be unreasonably withheld or delayed. In the event that Escrow Defendants' Counsel, or the States' object in writing to any fees or expenses of the Escrow Agent, the Escrow Agent shall not debit the Escrow Funds for such fees or expenses other than (i) in accordance with a written agreement executed by each of the parties hereto or (ii) pursuant to Court order.

SECTION 5. *Qualified Settlement Fund.*

(a) Each of the parties to this Escrow Agreement intends that the Escrow Account be treated as a "qualified settlement fund" for federal income tax purposes pursuant to Treas. Reg. § 1.468B-l, and to that end the parties hereto shall cooperate with each other and shall not take any position in any filing or before any tax authority that is inconsistent with such treatment. At the written request of the Escrow Defendants, the Escrow Agent shall cause a "relation back election" as described in Treas. Reg. § 1.468B-l(j) to be made so as to enable the Escrow Accounts to be treated as a qualified settlement fund from the earliest date possible, and the Escrow Agent shall take all actions as may be necessary or appropriate to this end.

(b) The Escrow Agent shall pay taxes or estimated taxes on interest on or income earned by the Escrow Funds from the Escrow Accounts and all related costs and expenses, whether or not the Court has granted final approval of the Settlement Agreement.

SECTION 6. *Termination of Escrow Agreement.*

This Escrow Agreement (other than the Escrow Agent's right to indemnification in connection with any Loss incurred prior to Final Approval, set forth in Section 7 of this Escrow Agreement) shall terminate when the Escrow Agent has released from the Escrow Accounts all amounts pursuant to Section 4 hereof.

SECTION 7. *Escrow Agent.*

(a) The Escrow Agent shall have no duty or obligation hereunder other than to take such specific actions as are required of it from time to time under the provisions of this Escrow Agreement or to be a trustee for or have a fiduciary obligation to any party hereto, and it and its officers, directors, agents and employees shall incur no liability hereunder or in connection herewith other than as a result of its own bad faith, gross negligence or willful misconduct. No implied covenants or obligations shall be read into this Escrow Agreement against the Escrow Agent. The Escrow Agent shall not be bound in any way by any agreement or contract between Escrow Defendants and the States (whether or not the Escrow Agent has knowledge thereof) and the only duties and responsibilities of the Escrow Agent shall be to hold and invest the Escrow Funds received hereunder and to release such Escrow Funds in accordance with the terms of this Escrow Agreement. Neither the Escrow Agent nor its officers shall be liable with respect to any error of judgment made in good faith or in respect to any action taken or omitted to be taken by it or them in good faith in accordance with any direction of any party given under this Escrow Agreement, unless under the terms of the Escrow Agreement the Escrow Agent is only permitted to take such action or omit to take action upon joint direction of the parties.

(b) The Escrow Agent shall not be responsible in any manner for the validity or sufficiency of any property delivered hereunder, or for the value or collectability of any note, check or other instrument so delivered, or of any representations made or obligations assumed by any party other than the Escrow Agent. Nothing herein shall be deemed to obligate the Escrow Agent to deliver any cash, instruments, documents or any other property referred to herein, unless the same shall have been first received by the Escrow Agent pursuant to the terms of this Escrow Agreement.

(c) The Escrow Agent shall not be responsible for actions taken pursuant to this Escrow Agreement, except for its gross negligence or willful misconduct. The Escrow Agent shall not be responsible to the States or to any third party for actions taken in accordance with the performance of its duties hereunder and the Escrow Agent and its agents, directors, officers, employees and attorneys shall be indemnified for any loss or liability incurred thereby as well as

the costs and expenses of defending against any claim or liability whether threatened or made arising out of or relating to such performance; provided however, that such indemnity shall be limited to an amount no greater than the current balance of the amounts on deposit in the Escrow Account. The States shall not be obligated to indemnify the Escrow Agent beyond the current balance of the amounts on deposit in the Escrow Account or from any source other than the Escrow Funds. The provisions of this Section shall survive the disbursement of the Escrow Funds, the termination of this Escrow Agreement and the earlier removal or resignation of the Escrow Agent.

(d) The Escrow Agent shall be fully protected in acting on and relying upon any written notice, opinion, certificate, direction, request, waiver, consent, receipt or other paper that the Escrow Agent reasonably and in good faith believes to have been signed and presented by the proper party or parties and, if presented in connection with this Escrow Agreement, it believes to have presented in accordance with the terms of this Escrow Agreement. The Escrow Agent shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, entitlement order, approval or other paper or document.

(e) The parties agree that, should any dispute arise with respect to the payment, ownership or right to possession of any amounts in the Escrow Accounts (or any of them), the Escrow Agent is authorized and directed to retain in its possession, without liability to anyone except in the event of its bad faith, willful misconduct or negligence, all or any part of the Escrow Funds until such dispute shall have been settled either by mutual agreement of the parties concerned or by a final order, decree or judgment of a court or other tribunal of competent jurisdiction in the United States. Nothing in the foregoing shall be construed to require the Escrow Agent to institute, defend or become a party to any proceeding in any such court or tribunal.

(f) The Escrow Agent may resign at any time by giving written notice of resignation to the other parties hereto, but such resignation shall not become effective until a successor Escrow Agent, selected by the Escrow Defendants and the States, shall have been appointed and shall have accepted such appointment in writing. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the Escrow Agent within 30 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any Court of competent jurisdiction for the appointment of a successor Escrow Agent (any costs incurred by the Escrow Agent in connection with any such provision will be assessed against the Escrow Funds in proportion to the respective amounts contributed to such funds pursuant to Section 2 hereof (less any amounts disbursed therefrom)).

SECTION 8. *Miscellaneous.*

(a) *Notices.* All notices under this Escrow Agreement shall be in writing, and each notice shall be given either by (a) hand delivery, (b) registered or certified mail, return receipt requested, postage pre-paid, (c) facsimile, or (d) Federal Express or similar overnight courier and, in each case, shall be addressed to the parties hereto at their addresses set forth on Exhibit B hereto hereto or such other addresses as such parties may designate, from time to time, by giving notice to all parties hereto in the manner described in this paragraph.

(b) *Successors and Assigns.* The provisions of this Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) *Governing Law.* This Escrow Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflicts of law rules of such state.

(d) *Jurisdiction and Venue.* The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court, as that term is defined in the State Vitamin Purchaser Settlement Agreement, for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Escrow Agreement, and the parties hereto agree not to commence any such suit, action or proceeding except in the Court. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in the Court and hereby further irrevocably waive and agree not to plead or claim in the Court that any such suit, action or proceeding has been brought in an inconvenient forum.

(e) *Definitions.* Terms used herein that are defined in the Settlement Agreement are, unless otherwise defined herein, used in this Escrow Agreement as defined in the Settlement Agreement.

(f) *Amendments.* This Escrow Agreement may be amended only by written instrument executed by all parties hereto. The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving party. The waiver by any party of any breach of this Escrow Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Escrow Agreement.

(g) *Counterparts; Effectiveness.* This Escrow Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Escrow Agreement shall become effective when each party hereto shall have

signed a counterpart hereof. Delivery by facsimile of a signed agreement shall be deemed delivery for purposes of acknowledging acceptance hereof; however, an original executed signature page must promptly thereafter be appended to this Escrow Agreement, and an original executed agreement shall promptly thereafter be delivered to each party hereto.

(h) None of the provisions of this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, except as provided in this Agreement.

(i) Whenever the Escrow Agent shall deem it necessary that a matter be proved or established prior to taking any action to be taken hereunder, such matter may, in the absence of gross negligence or bad faith on the part of the Escrow Agent, be deemed to be conclusively proved and established by a certificate signed by an officer of an Escrow Defendant or the States (or, if this Escrow Agreement provides that it be signed jointly, it is so signed) as the case may be, and delivered to the Escrow Agent and such certificate, shall be full warrant to the Escrow Agent for any action taken or omitted by it hereunder.

(j) The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

(k) *Captions.* The captions herein are included for convenience of reference only and shall be ignored in the construction and interpretation hereof.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first herein above written.

[ATTORNEYS GENERAL SIGNATURES]

AVENTIS ANIMAL NUTRITION S.A.
(Formerly Rhone-Poulenc Animal Nutrition S.A.)

By:_____
Name: John M. Majoras
Title: Attorney-in-fact for Aventis Animal Nutrition S.A.

BASF AG

By:_____
Name: Kenneth S. Prince
Title: Attorney-in-fact for BASF AG

DAIICHI PHARMACEUTICAL CO., LTD.

By:_____
Name: Michael L. Denger
Title: Attorney-in-fact for Daiichi Pharmaceutical Co., Ltd.

EISAI CO., LTD.

By:_____
Name: D. Stuart Meiklejohn
Title: Attorney-in-fact for Eisai Co., Ltd.

HOFFMANN-LA ROCHE INC. &
ROCHE VITAMINS INC.

By:_____
Name: Jacqueline Denning
Title: Attorney-in-fact for Hoffmann-La Roche Inc. & Roche Vitamins Inc.

TAKEDA CHEMICAL INDUSTRIES LTD.

By: _____
Name: Lawrence Byrne
Title: Attorney-in-fact for Takeda Vitamin & Food USA, Inc.

_____, as Escrow Agent

By:_____
Name:
Title:

SCHEDULE C

DIRECT SELLERS

Vitamin Product	Manufacturer*
Premix	BASF Aventis Roche
Vitamin A	BASF Aventis Roche
Vitamin B1 (Thiamin)	Roche Takeda
Vitamin B2 (Riboflavin)	BASF Roche Takeda
Vitamin B4 (Choline Chloride)	AKZO BASF Bioproducts Chinook DCV DuCoa UCB
Vitamin B5 (Calpan)	BASF Daiichi Roche
Vitamin B6	Daiichi Roche Takeda
Vitamin B9 (Folic Acid)	Kongo Roche Takeda Yodogawa/Sumika
Vitamin B12 (Cyanocobalamine Pharma)	Aventis
Vitamin C	BASF E-Merck Roche Takeda
Vitamin E	BASF Eisai Aventis Roche
Vitamin H (Biotin)	E-Merck

Vitamin Product	Manufacturer*
	Lonza Roche Sumitomo Tanabe
Astaxanthin	BASF Roche
Beta-Carotene	BASF Roche
Canthaxanthin	BASF Roche

* For the purposes of the foregoing schedule:

- "AKZO" means AKZO Nobel NV and AKZO Nobel Inc.

- "Aventis" means Rhone-Poulenc Inc., Rhone-Poulenc Animal Nutrition Inc., Rhone-Poulenc Rorer Pharmaceuticals Inc., Rhone-Poulenc S.A., Rhone-Poulenc Animal Nutrition S.A., and Hoechst Marion Roussel, S.A. and Roussel Corporation

- "BASF" means BASF Corporation and BASF AG

- "Bioproducts" means Bioproducts, Inc. and Mitsui & Co., Ltd.

- "Chinook" means Chinook Group, Ltd. and Chinook Group, Inc.

- "Daiichi" means Daiichi Pharmaceutical Co., Ltd., Daiichi Fine Chemicals, Inc. and Daiichi Pharmaceutical Corporation

- "DCV" means DCV, Inc.

- "DuCoa" means DuCoa L.P.

- "Eisai" means Eisai Co., Ltd., Eisai U.S.A., Inc. and Eisai Inc.

- "E-Merck" means Merck KgaA, E. Merck and EM Industries, Inc.

- "Kongo" means Kongo Chemical Co., Ltd.

- "Lonza" means Alsuisse Lonza Group Ltd., Lonza AG and Lonza Inc.

- "Roche" means Hoffmann-La Roche Inc., Roche Vitamins Inc. and F. Hoffmann-La Roche Ltd.

- "Sumitomo" means Sumitomo Chemical Co., Ltd. and Sumitomo Chemical America, Inc.

- "Takeda" means Takeda Chemical Industries, Ltd., Takeda Vitamin & Food USA Inc. and Takeda U.S.A.

- "Tanabe" means Tanabe Seitauku Company, Ltd. and Tanabe U.S.A. Inc.

- "UCB" means UCB S.A. and UCB, Inc.

- "Yodogawa/Sumika" means Yodogawa Pharmaceutical Co. and Sumika Fine Chemicals Co.

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

STATE OF NEW YORK, *ex. rel.*
Attorney General ELIOT SPITZER,

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

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

CIVIL ACTION NO. _____

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

COMPLAINT

DISTRICT OF COLUMBIA, *ex. rel.*
Corporation Counsel ROBERT R. RIGSBY,

STATE OF MINNESOTA, *ex. rel.*
Attorney General MIKE HATCH,

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 JANET NAPOLITANO,

STATE OF ARKANSAS, *ex. rel.*
Attorney General MARK PRYOR,

STATE OF CALIFORNIA, *ex. rel.*
Attorney General BILL LOCKYER,

STATE OF COLORADO, *ex. rel.*
Attorney General KEN SALAZAR,

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

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

STATE OF GEORGIA, *ex. rel.*
Attorney General THURBERT E. BAKER,

STATE OF HAWAII, *ex. rel.*
Attorney General EARL I. ANZAI,

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

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

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.,

STATE OF MICHIGAN, *ex. rel.*
Attorney General JENNIFER GRANHOLM,

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 PHILIP T. McLAUGHLIN,

STATE OF NEW JERSEY, *ex. rel.*
Attorney General JOHN J. FARMER, JR.,

STATE OF NEW MEXICO, *ex. rel.*
Attorney General PATRICIA A. MADRID,

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.*
Secretary of Justice ANGEL E. ROTGER SABAT,

STATE OF RHODE ISLAND, *ex. rel.*
Attorney General SHELDON WHITEHOUSE,

STATE OF SOUTH CAROLINA, *ex. rel.*
Attorney General CHARLIE CONDON,

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

STATE OF TENNESSEE, *ex. rel.*
Attorney General PAUL G. SUMMERS,

STATE OF TEXAS, *ex. rel.*
Attorney General JOHN CORNYN,

STATE OF UTAH, *ex. rel.*

Attorney General JAN GRAHAM,

STATE OF VERMONT, *ex. rel.*
Attorney General WILLIAM H. SORRELL,

COMMONWEALTH OF VIRGINIA, *ex. rel.*
Attorney General MARK L. EARLY,

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

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

STATE OF WYOMING, *ex. rel.*
Attorney General GAY WOODHOUSE,

Plaintiffs,

v.

HOFFMANN-LA ROCHE INC., ROCHE VITAMINS INC.,
AVENTIS ANIMAL NUTRITION S.A.;
DAIICHI PHARMACEUTICAL CO., LTD.;
EISAI CO., LTD; TAKEDA CHEMICAL INDUSTRIES, LTD., and
BASF CORPORATION,

Defendants.

COMPLAINT

Plaintiffs, the States, Commonwealths, and Districts of ALABAMA, ALASKA, ARIZONA, ARKANSAS, CALIFORNIA, COLORADO, CONNECTICUT, DELAWARE, DISTRICT OF COLUMBIA, FLORIDA, GEORGIA, HAWAII, IDAHO, ILLINOIS, INDIANA, IOWA, KANSAS, KENTUCKY, LOUISIANA, MAINE, MARYLAND, MICHIGAN, MINNESOTA, MONTANA, NEBRASKA, NEVADA, NEW HAMPSHIRE, NEW JERSEY, NEW MEXICO, NEW YORK, NORTH CAROLINA, NORTH DAKOTA, OHIO, OKLAHOMA, OREGON, PENNSYLVANIA, PUERTO RICO, RHODE ISLAND, SOUTH CAROLINA, SOUTH DAKOTA, TENNESSEE,

TEXAS, UTAH, VERMONT, VIRGINIA, WASHINGTON, WEST VIRGINIA, WISCONSIN, AND WYOMING ("Plaintiff States") bring this action in their sovereign capacities against the Defendants for monetary damages for proprietary purchases of vitamins and indirect vitamin products, civil penalties, and injunctive relief to compensate for injuries sustained as a result of Defendants' violations of the antitrust laws of the United States and the antitrust laws of the Plaintiff States. The Plaintiff States allege, upon information and belief (except as to Plaintiff and jurisdictional facts), the following:

I.

NATURE OF THE ACTION

1. The Plaintiff States allege that the Defendants engaged in a price-fixing conspiracy in violation of the antitrust laws of the United States and the antitrust laws of the Plaintiff States.

2. In summary, the alleged violation consisted of a ten-year conspiracy to fix and raise prices and to allocate market share and customers in the market for bulk vitamins. The effect of the conspiracy was to raise prices for vitamins and vitamin products.

3. The Plaintiff States bring this action in their sovereign capacity for damages arising from the direct and indirect purchases by the Plaintiff States of vitamins and products containing vitamins, for penalties and for injunctive relief.

II.

JURISDICTION AND VENUE

4. Plaintiff States bring this action under Section 4 and Section 16 of the Clayton Act, 15 U.S.C. §§ 15 and 26, to recover monetary relief for injuries sustained and for injunctive relief against Defendants' price-fixing conspiracies in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.

5. 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 the Defendants are found, reside or do business within the District of Columbia, or because the claims alleged arose, in part, in this judicial district.

6. The Complaint also alleges violations of various state antitrust and unfair trade practices statutes. All claims under federal and state law are based upon a common nucleus of operative facts and the entire action commenced by this Complaint constitutes a single case which would ordinarily be tried in one judicial proceeding.

7. This Court has pendent jurisdiction over the claims based upon state law. Pendent jurisdiction should be exercised in the interests of judicial economy, convenience and fairness.

III.

THE PARTIES

8. The Plaintiff States are fully set forth and identified above.

9. Defendant Hoffmann-La Roche Inc. ("Roche Inc.") is a New Jersey corporation with operations in the United States, with its principal place of business in Nutley, New Jersey. Roche Inc. was engaged in the business of the distribution and sale of vitamins, vitamin premixes, and bulk vitamins throughout the United States and the world until at least 1997.

10. Defendant Roche Vitamins Inc. ("Roche Vitamins") is a Delaware corporation with its principal place of business in New Jersey. Roche Vitamins is directly engaged in the business of the distribution and sale of vitamins, vitamin premixes, and bulk vitamin products throughout the United States and the world. Roche Inc. and Roche Vitamins are hereinafter collectively referred to as "Roche."

11. Defendant Aventis Animal Nutrition S.A. ("Aventis") is a French corporation with its principal place of business in Antony, France. It was formerly known as Rhone-Poulenc Animal

Nutrition S.A. Aventis, through its affiliates, is engaged in the business of the distribution and sale of vitamins, vitamin premixes, and bulk vitamin products throughout the United States and the world.

12. Defendant BASF Corporation ("BASF") is a Delaware corporation with operations in the United States, with its principal place of business in Mount Oliver, New Jersey. BASF Corporation is engaged in the business of the distribution and sale of vitamins, vitamin premixes and bulk vitamin products throughout the United States and the world.

13. Defendant Daiichi Pharmaceutical Co., Ltd. ("Daiichi") is a Japanese corporation with its principal place of business in Tokyo, Japan. Daiichi is engaged in the business of the distribution and sale of vitamins, vitamin premixes, and bulk vitamin products throughout the United States and the world.

14. Defendant Eisai Co., Ltd. ("Eisai") is a Japanese corporation with its principal place of business in Tokyo, Japan. Eisai is engaged in the business of the distribution and sale of vitamins, vitamin premixes, and bulk vitamin products throughout the United States and the world.

15. Defendant Takeda Chemical Industries, Ltd. ("Takeda") is a Japanese corporation with operations in the United States. Takada, through its affiliates, is engaged in the business of the distribution and sale of vitamins, vitamin premixes and bulk vitamin products throughout the United States and the world.

16. The Defendants named in this Complaint are referred to herein as the "Defendants."

17. The acts charged in this Complaint as having been done by Defendants were authorized, ordered, or done by their officers, agents, employees, or representatives while actively engaged in the management of Defendants' business or affairs and acting within the scope of their authority.

18. Various other persons, companies and corporations, which have not been named as

defendants, have participated as co-conspirators with Defendants in the violations alleged and have performed acts and made statements in the United States and elsewhere in furtherance thereof.

IV.

TRADE AND COMMERCE

19. Vitamins are organic compounds required in the diet of humans and animals for normal growth and maintenance of life. Vitamins are essential sources of certain coenzymes necessary for metabolism, the biochemical processes that support life. All known vitamins have been synthesized chemically, and such synthesized vitamins are manufactured and sold by the Defendants and their corporate co-conspirators. Vitamins are necessary for the normal and healthy growth and development of both humans and animals. Large quantities of vitamins are sold directly and indirectly to Plaintiff States.

20. Defendants are manufacturers, marketers, and distributors of vitamins (synthetic and natural, and in dry and oil form), vitamin premixes, and other vitamin products for sale throughout the United States. The manufacture of vitamins, vitamin premixes and other vitamin products is a multi-billion dollar a year industry worldwide. The North American market for vitamins used in animal nutrition alone is an over $500 million a year industry.

21. Defendants are also engaged in the sale, marketing, and distribution of vitamins, vitamin premixes, and other vitamin products to manufacturers and distributors of products containing vitamins, including vitamin supplements designed for human consumption and vitamin enriched foods. Such products are purchased in large quantities by the Plaintiff States each year.

22. The activities of the Defendants in the regular, continuous, and substantial flow of interstate commerce have had and do have a substantial impact upon interstate commerce.

V.

FIRST CLAIM FOR RELIEF

23. Beginning not later than 1989, the Defendants and their co-conspirators entered into and engaged in a combination and conspiracy to suppress competition by fixing the price, and allocating the markets and sales volumes, of vitamins, vitamin premixes, bulk vitamins and vitamin products offered for sale in the United States. Their conduct was an unreasonable restraint of trade in commerce in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.

24. The conspiracy engaged in by the Defendants and their co-conspirators consisted of a continuing agreement, understanding and concert of action among the conspirators to fix prices, allocate markets and volumes of sales, of vitamins, vitamin premixes, bulk vitamins, and other vitamin products in the United States.

25. The conspiracy engaged in by the Defendants affected at least the following vitamins during at least the time periods indicated:

(i) vitamins A and E sold in the United States and elsewhere, from January 1990 into February 1999;

(ii) vitamin B_2 (Riboflavin) sold in the United States and elsewhere, from at least January 1991 into at least Fall 1995;

(iii) vitamin B_5 (CalPan) sold in the United States and elsewhere, from January 1991 into at least December 1998;

(iv) vitamin C sold in the United States and elsewhere, from January 1991 into at least the late Fall 1995;

(v) beta carotene sold in the United States and elsewhere, from January 1991 into at least December 1998; and,

(vi) vitamin premixes sold to customers located throughout the United States, from January 1991 into at least December 1997.

26. The acts committed by the Defendants in establishing and in furtherance of the conspiracies violate federal and state antitrust law.

27. On May 20, 1999, F. Hoffmann-La Roche Ltd., affiliate of Hoffmann-La Roche Inc. and Roche Vitamins Inc., and BASF Aktiengesellschaft, parent of BASF Corporation, agreed to plead guilty to breaches of Federal Antitrust Law. Defendant Aventis avoided criminal prosecution in the United States for the illegal acts alleged in this Complaint by participating in the United States Department of Justice Corporate Leniency Program. On September 9, 1999, Daiichi Fine Chemicals Inc, Eisai Inc, and Takeda Vitamin & Food USA, agreed to plead guilty to breaches of Federal Antitrust Law.

VI.

SECOND CLAIM FOR RELIEF

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

29. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of Code of Alabama, §§ Code 8-10-1 *et seq.* (1975).

VII.

THIRD CLAIM FOR RELIEF

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

31. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of Arizona Uniform State Antitrust Act, A.R.S. §§ 44-1401 *et seq.*

VIII.

FOURTH CLAIM FOR RELIEF

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

33. The aforementioned conspiracies by Defendants and their co-conspirators were and are 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.*

IX.

FIFTH CLAIM FOR RELIEF

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

35. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of the Colorado Antitrust Act of 1992, § 6-4-104, Colo. Rev. Stat. (1999).

X.

SIXTH CLAIM FOR RELIEF

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

37. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of the Delaware Antitrust Act, 6 Delaware Code, Chapter 21, and Delaware's Uniform Deceptive Trade Practices Act, 6 Delaware Code, Subchapter 111, Sec. 2532.

XI.

SEVENTH CLAIM FOR RELIEF

38. Plaintiff District of Columbia repeats and realleges each and every allegation

contained in paragraphs 1-27 with the same force and effect as if here set forth in full.

39. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of District of Columbia Antitrust Act, D.C. Code § 28-4501-4518 (1996 Rpl.).

XII.

EIGHTH CLAIM FOR RELIEF

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

41. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of Florida Statutes §§ 501.201 *et seq.;* § 542.18.

XIII.

NINTH CLAIM FOR RELIEF

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

43. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of Official Code of Georgia Annotated (OCGA) § 13-8-2, and the Georgia Fair Business Practices Act, OCGA §§ 10-1-390 *et seq.*

XIV.

TENTH CLAIM FOR RELIEF

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

45. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of Hawaii Revised Statutes §§ 480-2, 480-4.

XV.

ELEVENTH CLAIM FOR RELIEF

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

47. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of Idaho Competition Act, Idaho Code §§ 48-101 *et seq.*, and the Idaho Consumer Protection Act § 48-603(18).

XVI.

TWELFTH CLAIM FOR RELIEF

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

49. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of Illinois Antitrust Act 740 ILCS 10/1 *et seq.*

XVII.

THIRTEENTH CLAIM FOR RELIEF

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

51. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of Indiana Code §§ 24-1-1-1 *et seq.*

XVIII.

FOURTEENTH CLAIM FOR RELIEF

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

53. The aforementioned conspiracies by Defendants and their co-conspirators were and

are in violation of Iowa Competition Law, Iowa Code Chapter 553.

XIX.

FIFTEENTH CLAIM FOR RELIEF

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

55. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of Kansas Statutes Annotated §§ 50-101 *et seq.*

XX.

SIXTEENTH CLAIM FOR RELIEF

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

57. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of 10 Me. Rev. Stat. § 1101 *et seq.*; and 5 Me. Rev. Stat. § 205-A *et seq.*

XXI.

SEVENTEENTH CLAIM FOR RELIEF

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

59. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of Md. Com. Law Code Ann. § 11-201 *et seq.*

XXII.

EIGHTEENTH CLAIM FOR RELIEF

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

61. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of Michigan Antitrust Reform Act (MARA), Mich. Comp. Laws Ann. §§ 445.771 *et seq.* and Michigan Statutes Annotated §§ 28.70(1) *et seq.*

XXIII.

NINETEENTH CLAIM FOR RELIEF

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

63. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of Minn. Stat. §§ 325D.49 - 325D.66 (1998).

XXIV.

TWENTIETH CLAIM FOR RELIEF

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

65. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of Montana Code Ann. § 30-14-205.

XXV.

TWENTY-FIRST CLAIM FOR RELIEF

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

67. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of Neb. Rev. Stat. § 59-801 through 59-831 (1998) and Neb. Rev. Stat. § 59-1601 through 59-1623 (1998).

XXVI.

TWENTY-SECOND CLAIM FOR RELIEF

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

69. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of Nevada Unfair Trade Practice Act, Nev. Rev. Stat. Chapter 598A.

XXVII.

TWENTY-THIRD CLAIM FOR RELIEF

70. Plaintiff State of New Hampshire repeats and realleges each and every allegation contained in paragraphs 1-27 with the same force and effect as if here set forth in full.

71. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of New Hampshire RSA 356.

XXVIII.

TWENTY-FOURTH CLAIM FOR RELIEF

72. Plaintiff State of New Jersey repeats and realleges each and every allegation contained in paragraphs 1-27 with the same force and effect as if here set forth in full.

73. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of New Jersey Stat. Ann., title 56, ch. 9, §§ 56:9-1 *et seq.*

XXIX.

TWENTY-FIFTH CLAIM FOR RELIEF

74. Plaintiff State of New Mexico repeats and realleges each and every allegation contained in paragraphs 1-27 with the same force and effect as if here set forth in full.

75. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of § 1 of the New Mexico Antitrust Act, §§ 57-1-1 *et seq.*, NMSA 1978 (1995

Repl.).

XXX.

TWENTY-SIXTH CLAIM FOR RELIEF

76. Plaintiff State of New York repeats and realleges each and every allegation contained in paragraphs 1-27 with the same force and effect as if here set forth in full.

77. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of N.Y. Gen. Bus. Law §§ 340 *et seq.*.

XXXI.

TWENTY-SEVENTH CLAIM FOR RELIEF

78. Plaintiff State of North Carolina repeats and realleges each and every allegation contained in paragraphs 1-27 with the same force and effect as if here set forth in full.

79. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of North Carolina General Statutes §§ 75-1, 75-1.1, 75-2.

XXXII.

TWENTY-EIGHTH CLAIM FOR RELIEF

80. Plaintiff State of North Dakota repeats and realleges each and every allegation contained in paragraphs 1-27 with the same force and effect as if here set forth in full.

81. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of North Dakota's Uniform State Antitrust Act, N.D. Cent. Code §§ 51-08.1-01 *et seq.*

XXXIII.

TWENTY-NINTH CLAIM FOR RELIEF

82. Plaintiff State of Oregon repeats and realleges each and every allegation contained in

paragraphs 1-27 with the same force and effect as if here set forth in full.

83. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of Oregon Revised Statutes §§ 646.705 *et. seq.*

XXXIV.

THIRTIETH CLAIM FOR RELIEF

84. Plaintiff Commonwealth of Pennsylvania repeats and realleges each and every allegation contained in paragraphs 1-27 with the same force and effect as if here set forth in full.

85. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of the Pennsylvania 71 P.S. § 732-204(c).

XXXV.

THIRTY-FIRST CLAIM FOR RELIEF

86. Plaintiff Commonwealth of Puerto Rico repeats and realleges each and every allegation contained in paragraphs 1-27 with the same force and effect as if here set forth in full.

87. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of Commonwealth of Puerto Rico Antitrust Act of 1964, Laws of Puerto Rico Annotated, Title 10 §§ 257 *et seq.* (10 L.P.R.A. §§ 257 *et seq.).*

XXXVI.

THIRTY-SECOND CLAIM FOR RELIEF

88. Plaintiff State of Rhode Island repeats and realleges each and every allegation contained in paragraphs 1-27 with the same force and effect as if here set forth in full.

89. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of Rhode Island Antitrust Act, R.I. Gen. Laws § 6-36-6.

XXXVII.

THIRTY-THIRD CLAIM FOR RELIEF

90. Plaintiff State of South Dakota repeats and realleges each and every allegation contained in paragraphs 1-27 with the same force and effect as if here set forth in full.

91. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of South Dakota Codified Laws ch. 37-1.

XXXVIII.

THIRTY-FOURTH CLAIM FOR RELIEF

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

93. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of 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.*

XXXIX.

THIRTY-FIFTH CLAIM FOR RELIEF

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

95. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of Texas Free Enterprise and Antitrust Act of 1983, Tex. Bus. & Com. Code §§ 15.01 *et seq.*

XL.

THIRTY-SIXTH CLAIM FOR RELIEF

96. Plaintiff State of Vermont repeats and realleges each and every allegation contained

in paragraphs 1-27 with the same force and effect as if here set forth in full.

97. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of the Vermont Consumer Fraud Act, 9 VSA §§ 2451 *et seq.*

XLI.

THIRTY-SEVENTH CLAIM FOR RELIEF

98. Plaintiff Commonwealth of Virginia repeats and realleges each and every allegation contained in paragraphs 1-27 with the same force and effect as if here set forth in full.

99. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of the Virginia Antitrust Act, Va. Code §§ 59.1-9.1 *et seq.*

XLII.

THIRTY-EIGHTH CLAIM FOR RELIEF

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

101. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of the Washington Consumer Protection Act, RCW 19.86.030.

XLIII.

THIRTY-NINTH CLAIM FOR RELIEF

102. Plaintiff State of West Virginia repeats and realleges each and every allegation contained in paragraphs 1-27 with the same force and effect as if here set forth in full.

103. The aforementioned conspiracies by Defendants and their co-conspirators were and are 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.*

XLIV.

FORTIETH CLAIM FOR RELIEF

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

105. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of Wisconsin Trusts and Monopolies Law, Wis. Stat. §§ 133.03(1) and 133.16; Wisconsin Marketing; Trade Practices, Wis. Stat. § 100.20.

XLV.

FORTY-FIRST CLAIM FOR RELIEF

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

107. The aforementioned conspiracies by Defendants and their co-conspirators were and are in violation of Wyoming Statutes § 40-4-101 *et seq.* and § 40-12-101 *et seq.*

XLVI.

EFFECTS

108. The unlawful contracts, combinations, and conspiracies of the Defendants have had the following affects among others:

a) Price competition in the sale of vitamins and vitamin products has been restrained, suppressed and eliminated throughout the United States;

b) Prices for vitamins and vitamin products sold by the Defendants and their co-conspirators have been raised, fixed, maintained and stabilized at artificially high and noncompetitive levels throughout the United States;

c) The Plaintiff States, who purchase significant amounts of vitamins and

vitamin products, have paid more for these products than they would have paid in a truly competitive market;

d) Markets and customers have been divided among the Defendants such that Plaintiff States have not been able to purchase vitamins at prices they would have paid in a truly competitive market.

109. Each of these acts resulted in the illegal restraint of trade and commerce and acted to destroy free and open competition in our market system and, thereby, resulted in increased costs and the deterioration in quality of commodities and services to the Plaintiff States.

110. As a direct and proximate result of the Defendants' unlawful conduct, the Plaintiff States have been irreparably harmed and injured in their business and property.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff States pray that the Court:

1. Adjudge and decree that the Defendants have engaged in an unlawful contract, combination and conspiracy, in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.

2. Adjudge and decree that the Defendants have engaged in unlawful conduct in violation of the state statutes referred to herein.

3. Enter judgment in favor of the Plaintiff States, in their sovereign capacities, and against the Defendants, jointly and severally, for the damages determined to have been sustained by them as a result of the Defendants' violation of the above-referenced federal and state antitrust laws.

4. Enter judgment against each Defendant for the maximum penalty allowed under those state statutes referred to herein.

5. Enjoin the Defendants from continuing or repeating the unlawful combination or conspiracies alleged herein or other appropriate injunctive relief.

5. Award the Plaintiff States the costs of suit, including reasonable attorneys' fees; and

6. Such other and further relief as the Court may deem appropriate.

JURY TRIAL DEMAND

Plaintiff States demand trial by jury pursuant to Rule 38(b) of the Federal Rules of Civil Procedure on all issues triable of right by a jury.

Dated: .....

ELIOT SPITZER
Attorney General of New York

Harry First
Chief, Antitrust Bureau

_____
Kathleen Harris
Assistant Attorney General
Liaison Counsel for Plaintiff States

120 Broadway Suite 26-01
New York, New York 10241
(212) 416-8274

ATTORNEYS FOR PLAINTIFF STATES

EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

STATE OF NEW YORK, *ex. rel.*
Attorney General ELIOT SPITZER,

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

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

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

DISTRICT OF COLUMBIA, *ex. rel.*
Corporation Counsel ROBERT R. RIGSBY,

STATE OF MINNESOTA, *ex. rel.*
Attorney General MIKE HATCH,

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 JANET NAPOLITANO,

STATE OF ARKANSAS, *ex. rel.*
Attorney General MARK PRYOR,

STATE OF CALIFORNIA, *ex. rel.*
Attorney General BILL LOCKYER,

STATE OF COLORADO, *ex. rel.*
Attorney General KEN SALAZAR,

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

CIVIL ACTION NO._____

FINAL JUDGMENT AND CONSENT DECREE

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

STATE OF GEORGIA, *ex. rel.*
Attorney General THURBERT E. BAKER,

STATE OF HAWAII, *ex. rel.*
Attorney General EARL I. ANZAI,

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

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

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.,

STATE OF MICHIGAN, *ex. rel.*
Attorney General JENNIFER GRANHOLM,

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 PHILIP T. McLAUGHLIN,

STATE OF NEW JERSEY, *ex. rel.*
Attorney General JOHN J. FARMER, JR.,

STATE OF NEW MEXICO, *ex. rel.*
Attorney General PATRICIA A. MADRID,

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.*
Secretary of Justice ANGEL E. ROTGER SABAT,

STATE OF RHODE ISLAND, *ex. rel.*
Attorney General SHELDON WHITEHOUSE,

STATE OF SOUTH CAROLINA, *ex. rel.*
Attorney General CHARLIE CONDON,

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

STATE OF TENNESSEE, *ex. rel.*
Attorney General PAUL G. SUMMERS,

STATE OF TEXAS, *ex. rel.*
Attorney General JOHN CORNYN,

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

STATE OF VERMONT, *ex. rel.*
Attorney General WILLIAM H. SORRELL,

COMMONWEALTH OF VIRGINIA, *ex. rel.*
Attorney General MARK L. EARLY,

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

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

STATE OF WYOMING, *ex. rel.*
Attorney General GAY WOODHOUSE,

Plaintiffs,

v.

HOFFMANN-LA ROCHE INC., ROCHE VITAMINS INC.,
AVENTIS ANIMAL NUTRITION S.A.;
DAIICHI PHARMACEUTICAL CO., LTD;
EISAI CO., LTD; TAKEDA CHEMICAL INDUSTRIES, LTD., and
BASF CORPORATION,

Defendants.

Plaintiffs, the States, Commonwealths, and Districts of ALABAMA, ALASKA, ARIZONA, ARKANSAS, CALIFORNIA, COLORADO, CONNECTICUT, DELAWARE, DISTRICT OF COLUMBIA, FLORIDA, GEORGIA, HAWAII, IDAHO, ILLINOIS, INDIANA, IOWA, KANSAS, KENTUCKY, LOUISIANA, MAINE, MARYLAND, MICHIGAN, MINNESOTA, MONTANA, NEBRASKA, NEVADA, NEW HAMPSHIRE, NEW JERSEY, NEW MEXICO, NEW YORK, NORTH CAROLINA, NORTH DAKOTA, OHIO, OKLAHOMA, OREGON, PENNSYLVANIA, PUERTO RICO, RHODE ISLAND, SOUTH

CAROLINA, SOUTH DAKOTA, TENNESSEE, TEXAS, UTAH, VERMONT, VIRGINIA, WASHINGTON, WEST VIRGINIA, WISCONSIN, and WYOMING ("Plaintiff States") have filed a Complaint against the Settling Defendants for damages arising from proprietary purchases of vitamins and indirect vitamin products, injunctive relief and penalties in their sovereign capacity, alleging that the Settling Defendants and co-conspirators violated federal and state antitrust laws. The Settling Defendants deny the allegations contained therein. The Plaintiff States commenced this action on the ___ day of November, 2000.

Plaintiff States, by their respective Attorneys General, and the Settling Defendants have entered into a Settlement Agreement and have agreed by Stipulation to entry of this Final Judgment and Consent Decree, and without the Settlement, Stipulation of Final Judgment and Consent Decree 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 issues 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 raises claims against the Settling Defendants under Section 1 of the Sherman Act (15 U.S.C.§1), Section 4 of the Clayton Act (15 U.S.C.§ 15), and Section 16 of the Clayton Act (15 U.S.C.§26). Jurisdiction lies in this court pursuant to 28 U.S.C.§15. The Complaint also raises pendent state claims for damages, penalties and other relief.

II. DEFINITIONS

As used in this Final Judgment and Consent Decree:

1. "Attorneys General" means the attorneys general of the States and Commonwealths identified in the caption of the complaint, the Corporation Counsel of the District of Columbia and the Secretary of Justice of Puerto Rico.

2. "Premix" means any product that contains one or more Vitamin Products in combination with other substances (such as other active ingredients or dilution agents) and is or was sold by a Settling Defendant as a premixed formulation.

3. "Settlement Agreement" means the State Vitamin Purchaser Settlement Agreement entered into on the tenth day of October, 2000 between the States and the Settling Defendants. A copy of the Settlement Agreement is attached as Exhibit A to this Final Order and Consent Decree.

4. "Settlement Amount" means twenty-nine million, eight hundred and thirty-three thousand, and seven hundred dollars ($29,833,700).

5. "Settling Defendants" means the Defendants named in the caption of the complaint.

6. "Vitamin Products" means: (i) the following vitamins and carotenoids: vitamin A, astaxanthin, vitamin B1 (thiamin), vitamin B2 (riboflavin), vitamin B4 (choline chloride) vitamin B5 (calpan), vitamin B6, vitamin B9 (folic acid), vitamin B12 (cyanocobalamine pharma), beta-carotene, vitamin C, canthaxanthin, vitamin E, and vitamin H (biotin), as well as all blends and forms of the foregoing, and (ii) Premix .

III. INJUNCTION

For a period of two (2) years from the date of execution of the Settlement Agreement BASF Corporation, Daiichi Fine Chemicals Inc., Eisai U.S.A., Inc., Hoffmann-La Roche Inc.,

Roche Vitamins Inc., Aventis Animal Nutrition Inc. and Takeda Vitamin and Food USA Inc. are hereby enjoined and restrained from engaging in any horizontal conduct that constitutes a per se violation of Section 1 of the Sherman Act, including, but not limited to, price fixing, market allocation and bid rigging, with respect to the sale of any Vitamin Product for delivery in the United States.

IV. PAYMENT TO THE STATES

In full and final settlement of all the States' released claims (as defined in the Settlement Agreement) and covenants not to sue set forth in the Settlement Agreement, the Settling Defendants shall severally pay to the States the total sum of the Settlement Amount to be distributed in accordance with the Settlement Agreement.

V. DISMISSAL WITH PREJUDICE

The Complaint against the Settling Defendants is hereby dismissed with prejudice as to the States, except as provided for in the Settlement Agreement, and without costs.

There is no just reason for delay of entry of a final judgment of dismissal with prejudice as to the Settling Defendants, and the Clerk is therefore directed to enter such a final judgment pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

VI. RETENTION OF JURISDICTION

Without affecting the finality of this Final Judgment and Consent Decree, jurisdiction shall be retained by this Court for the purposes of enabling any party hereto to apply for such further orders and directions as may be necessary or appropriate for the construction or enforcement of this Final Judgment and Consent Decree and to remedy a violation of any of the provisions contained herein. This Court shall have the authority to specifically enforce the

provisions of this Final Judgment and Consent Decree.

VII. TERM

On October 10, 2002, Section III of this Final Judgment and Consent Decree shall automatically terminate without any action by any party or the Court.

So ordered this _____ day of _____ 2000

_____ _____

UNITED STATES DISTRICT COURT DATED

FOR THE DISTRICT OF COLUMBIA