

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

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

CASE NO.

97 4024-CV-6

5020

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

SETTLEMENT
AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Plaintiffs,

v.

AMERICAN CYANAMID COMPANY,

Defendant.

-----X

SETTLEMENT AGREEMENT

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

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

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

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

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

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

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

II. BENEFIT AND BINDING EFFECT

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

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

III. SETTLEMENT AGREEMENT AND RELATED DOCUMENTS

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

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

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

V. PAYMENT TO THE STATES

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

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

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

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

VI. RELEASES, WAIVERS AND COVENANTS NOT TO SUE

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

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

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

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

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

VII. LIMITATIONS TO RELEASES AND COVENANTS NOT TO SUE

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

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

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

VIII. COMPLIANCE WITH CONSENT DECREE AND FINAL JUDGMENT

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

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

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

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

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

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

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

IX. CONDITIONS PRECEDENT TO SETTLEMENT TAKING EFFECT

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

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

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

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

X. MISCELLANEOUS

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

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

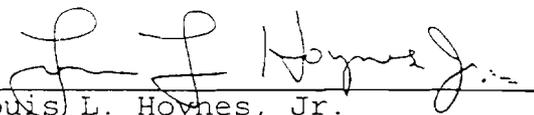
C. No part of the Settlement Amount shall constitute, nor shall it be construed or treated as constituting, a payment in lieu of treble damages, fines, penalties, forfeitures or punitive

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

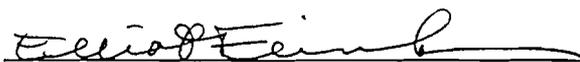
D. This Settlement Agreement is entered into and shall be construed in accordance with the laws of the State of Missouri.

AGREED AND CONSENTED TO:

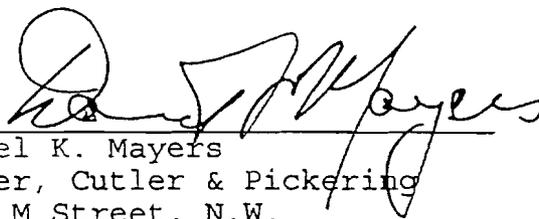
FOR AMERICAN CYANAMID COMPANY



Louis L. Hoynes, Jr.
Senior Vice President



Elliot Feinberg
Assistant General Counsel
American Home Products Corporation
Five Giralda Farms
Madison, New Jersey 07940
(201) 660-6522



Daniel K. Mayers
Wilmer, Cutler & Pickering
2445 M Street, N.W.
Washington, D.C. 20037
(202) 663-6000

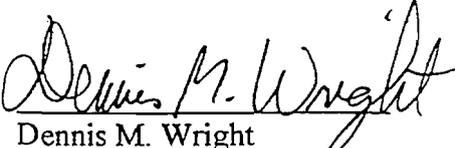
COUNSEL TO AMERICAN CYANAMID COMPANY

JEREMIAH W. (JAY) NIXON
Attorney General of Missouri

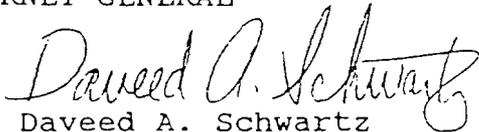
Bennett Rushkoff
Bennett Rushkoff, MO #46218
Special Chief Counsel
J. Robert Sears, MO #42938
Assistant Attorney General
P.O. Box 899
Jefferson City, MO 65102
573-751-3321
573-751-7948 fax

Penny G. Newman /BR
Penny G. Newman, MO #33063
Assistant Attorney General
Penntower Office Building
3100 Broadway, Suite 609
Kansas City, MO 64111
816-889-5000
816-889-5006 fax

BILL PRYOR
ATTORNEY GENERAL
STATE OF ALABAMA
BY:

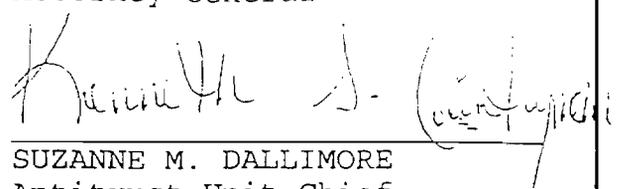

Dennis M. Wright
Assistant Attorney General

BRUCE M. BOTELHO
ATTORNEY GENERAL

By: 
Daveed A. Schwartz
Assistant Attorney General
Alaska Department of Law
1031 W. 4th Avenue, Ste. 200
Anchorage, Alaska 99501-1994
(907) 269-5100
(907) 276-3697 (Facsimile No.)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

STATE OF ARIZONA
GRANT WOODS
Attorney General



SUZANNE M. DALLIMORE
Antitrust Unit Chief
KENNETH S. COUNTRYMAN
Assistant Attorney General
Antitrust Unit, Civil Division
1275 W. Washington
Phoenix, AZ 85007-2927
(602) 542-7711
(602) 542-4801

WINSTON BRYANT
Attorney General of Arkansas

ROYCE GRIFFIN
Chief Deputy Attorney General

KAY G. BARTON
Deputy Attorney General



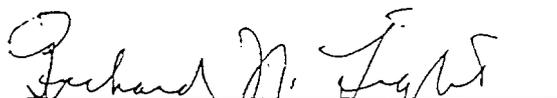
J. Jordan Abbott
Assistant Attorney General
Consumer Protection Division
Office of the Attorney General
200 Tower Building
323 Center Street
Little Rock, Arkansas 71601
(501) 682-6150
(501) 682-8118 (fax)

DANIEL E. LUNGREN
Attorney General of California

M. DAVID STIRLING
Chief Deputy Attorney General

RODERICK E. WALSTON
Chief Assistant Attorney General

THOMAS GREENE
Senior Assistant Attorney General

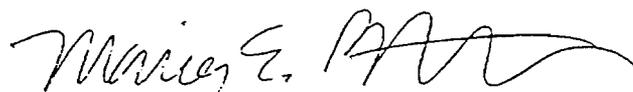

RICHARD N. LIGHT
Supervising Deputy Attorney General
Antitrust Section
50 Fremont Street, Suite 300
San Francisco, California 94105-2239
Telephone: (415) 356-6314
Facsimile: (415) 356-6257

GALE A. NORTON
Attorney General

MARTHA PHILLIPS ALLBRIGHT
Chief Deputy Attorney General

RICHARD A. WESTFALL
Solicitor General

GARTH C. LUCERO
Deputy Attorney General



MARIA E. BERKENKOTTER
Assistant Attorney General
Civil Litigation Section
Antitrust Unit
1525 Sherman Street, 5th Floor
Denver, Colorado 80203
Telephone: (303) 866-3613
FAX: (303) 866-5691

RICHARD BLUMENTHAL
Attorney General of Connecticut

A handwritten signature in black ink, appearing to read "S. M. Rutstein", written over a horizontal line.

Steven M. Rutstein
Assistant Attorney General
Chief, Antitrust and Consumer
Protection Department
110 Sherman Street
Hartford, Connecticut 06105
Tel: (860) 566-5374
Fax: (860) 523-5536

M. JANE BRADY
Attorney General of Delaware

A handwritten signature in black ink, appearing to read "Stuart B. Drowos", written over a horizontal line.

STUART B. DROWOS
Deputy Attorney General
Antitrust/Major Litigation Division
Department of Justice
820 N. French Street
Wilmington, Delaware 19801
(302) 577-2500
(302) 577-6630 (Facsimile)

CHARLES F.C. RUFF
Corporation Counsel

ROBERT R. RIGSBY
Deputy Corporation Counsel
Enforcement Division

LUIS E. RUMBAUT
DIRECTOR
Civil Branch

PASTELL VANN
Assistant Director
Civil Branch

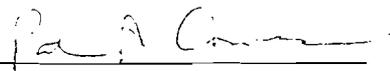
By:



Donald Stuart Cameron
Assistant Corporation Counsel
Civil Branch
Attorneys for the
District of Columbia

One Judiciary Square, Rm 6N72
441 4th Street, N.W.
Washington, D.C. 20001
(202) 727-6240
(202) 727-3737 (Facsimile No.)

ROBERT A. BUTTERWORTH
Attorney General of Florida

By: 

Patricia A. Conners
Assistant Attorney General
PL-01, The Capitol
Tallahassee, Florida 32399-1050
(904) 488-9105
(904) 488-9134 (Facsimile No.)

MICHAEL J. BOWERS
Attorney General

071650

BRENDA H. COLE
Deputy Attorney General

176600

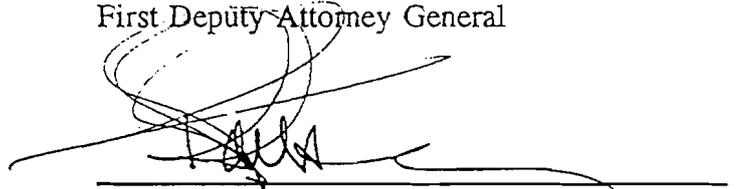

ALAN GANTZHORN 283183
Senior Assistant Attorney General
ATTORNEYS FOR STATE OF GEORGIA

PLEASE ADDRESS ALL
COMMUNICATIONS TO:

ALAN GANTZHORN
Senior Assistant Attorney General
40 Capitol Square, S.W.
Atlanta, Georgia 30334-1300
Telephone: (404) 656-3337

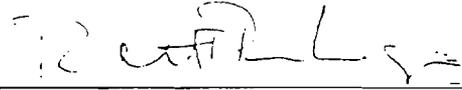
MARGERY S. BRONSTER
Attorney General of Hawaii

JOHN W. ANDERSON
First Deputy Attorney General

A handwritten signature in black ink, appearing to read "Ted Gamble Clause", is written over a horizontal line. The signature is somewhat stylized and overlaps the line.

Ted Gamble Clause
Deputy Attorney General
Antitrust Unit
Department of the Attorney General
State of Hawaii
425 Queen Street
Honolulu, Hawaii 96813
(808) 586-1180
(8080) 586-1205 (Facsimile No.)

ALAN G. LANCE
Attorney General of Idaho

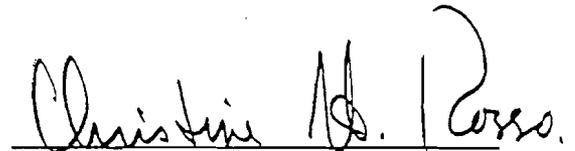


BRETT T. DeLANGE
Deputy Attorney General
Consumer Protection Unit
P.O. Box 83720
Boise, ID 83720-0010
(208) 334-2424
(208) 334-2830 (Fax no.)

JIM RYAN
Attorney General of Illinois

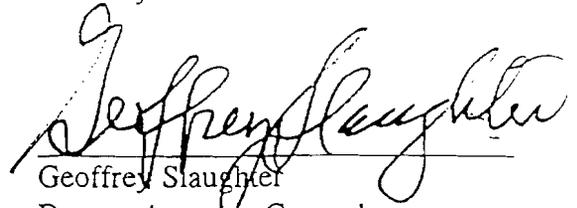
Rick Stock
Deputy Attorney General

Carole Doris
Chief, Public Advocacy Div.



CHRISTINE H. ROSSO
Assistant Attorney General
Chief, Antitrust Bureau
100 W. Randolph, 13th Fl.
Chicago, Illinois 60601
(312) 814-5610
(312) 814-5079 (Facsimile)

JEFFREY A. MODISSETT
Attorney General of Indiana

A handwritten signature in black ink, appearing to read "Geoffrey Slaughter". The signature is written in a cursive style and is positioned above a horizontal line.

Geoffrey Slaughter
Deputy Attorney General
402 W. Washington Street, 5th Floor
Indiana Government Center South
Indianapolis, Indiana 46204-2770
Telephone: (317) 232-6255
Facsimile: (317) 232-7979

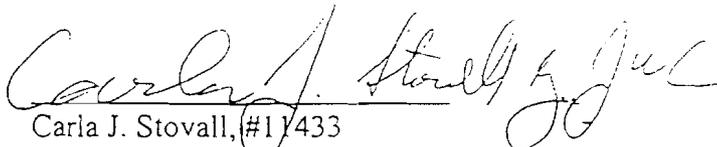
Respectfully submitted,

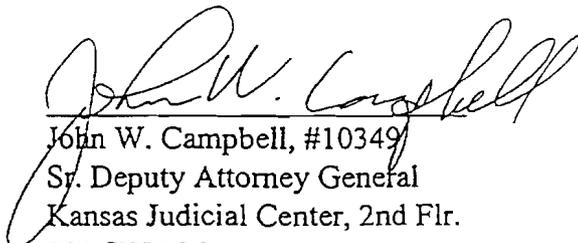
THOMAS J. MILLER
Attorney General of Iowa

DAVID R. SHERIDAN
Assistant Attorney General



ERIC J. TABOR, PK1005411
Assistant Attorney General
Environmental and Agricultural
Law Division
1223 East Court Ave.
Executive Hills East, 2nd Floor
Des Moines, IA 50319
Tel: (515) 281-3961
FAX: (515) 242-6072


Carla J. Stovall, #11433
Attorney General


John W. Campbell, #10349
Sr. Deputy Attorney General
Kansas Judicial Center, 2nd Flr.
301 SW 10th
Topeka, KS 66612-1597

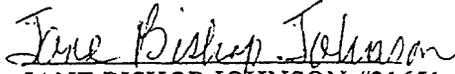
A.B. CHANDLER III
ATTORNEY GENERAL



Todd E. Leatherman
Assistant Attorney General
Consumer Protection Division
1024 Capital Center Drive
Frankfort, Kentucky 40601
(502) 573-2200
Fax: (502) 573-8317

American Cyanamid Settlement Agreement

RICHARD P. IEYOUB
Attorney General of Louisiana

By: 
JANE BISHOP JOHNSON #21651
Assistant Attorney General
Public Protection Division
Louisiana Department of Justice
One America Place
12th Floor
301 Main St.
Baton Rouge, Louisiana 70801

ANDREW KETTERER
Attorney General, State of Maine

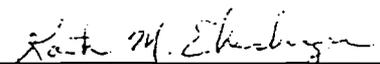
Dated January 24, 1997

By: Mary M. Sauer

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

J. JOSEPH CURRAN, JR.
Attorney General of Maryland

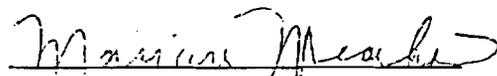

ELLEN S. COOPER
Assistant Attorney General
Chief, Antitrust Division


KATHARINE M. EBERSBERGER
Assistant Attorney General
Antitrust Division
Office of the Attorney General
State of Maryland
200 St. Paul Place
Baltimore, Maryland 21202
(410) 576-6470
(410) 576-7830 (Facsimile No.)

SCOTT HARSHBARGER
Attorney General

Commonwealth of Massachusetts

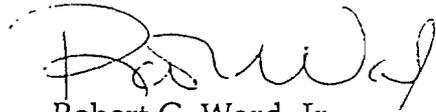
By:



Marianne Meacham, BBO #550468
Assistant Attorney General
Consumer Protection and
Antitrust Division
One Ashburton Place, 19th Floor
Boston, MA 02108

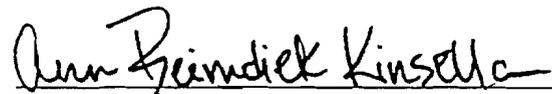
Frank J. Kelley
Attorney General of Michigan

Frederick H. Hoffecker
Assistant in Charge
Consumer Protection Division

A handwritten signature in black ink, appearing to read "R. Ward, Jr.", written in a cursive style.

Robert C. Ward, Jr.
Assistant Attorney General
Consumer Protection Division
P.O. Box 30215
Lansing MI 48909
(517) 373-7117
(517) 335-1935 (Facsimile No.)

HUBERT H. HUMPHREY III
Attorney General
State of Minnesota



ANN BEIMDIEK KINSELLA
Assistant Attorney General
Atty. Reg. No. 256201

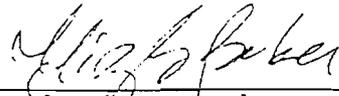
1400 NCL Tower
445 Minnesota Street
St. Paul, Minnesota 55101-2131
(612) 296-6427
(612) 297-7206 (TDD)

Mike Moore

MIKE MOORE
ATTORNEY GENERAL
STATE OF MISSISSIPPI

American Cyanamid Settlement Agreement

JOSEPH P. MAZUREK
Attorney General of Montana



Elizabeth S. Baker
Assistant Attorney General
Justice Building
215 North Sanders
P.O. Box 201401
Helena, MT 59620-1401
(406) 444-2026
(406) 444-3549 (Facsimile No.)

BY DON STENBERG, #14023
Attorney General

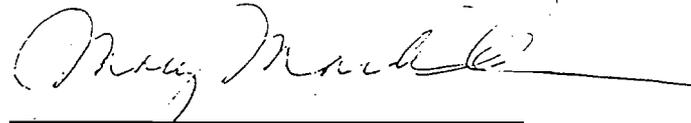
BY



Dale A. Comer, #15365
Assistant Attorney General
2115 State Capitol
Lincoln, NE 68509-8920
Tel: (402) 471-2682

American Cyanamid Settlement Agreement

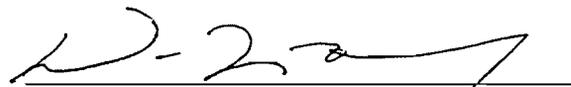
FRANKIE SUE DEL PAPA
Attorney General of Nevada

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

Mary Marsh Linde
Deputy Attorney General
Office of the Attorney General
198 South Carson Street
Carson City, NV 89710
(702)687-7322
(702)687-5798 (Fax)

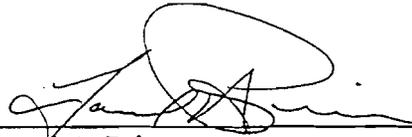
THE STATE OF NEW HAMPSHIRE

Jeffrey R. Howard
Attorney General

A handwritten signature in black ink, appearing to read 'W. L. Maroney', written over a horizontal line.

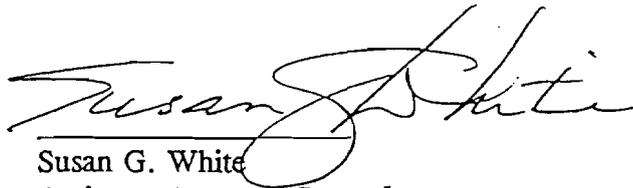
Walter L. Maroney
Senior Assistant Attorney General
(Bar No. 8206)
33 Capitol Street
Concord, New Hampshire 03301
(603) 271-3643
(603) 271-2110 (Facsimile No.)

PETER VERNIERO
ATTORNEY GENERAL OF NEW JERSEY

A handwritten signature in black ink, appearing to read 'Laurel A. Price', is written over a horizontal line.

Laurel A. Price
Deputy Attorney General
Division of Criminal Justice
Corruption and Antitrust Bureau
25 Market Street--CN 085
Trenton, NJ 08625
609-984-6404
609-984-7237 (facsimile no.)

TOM UDALL
Attorney General of New Mexico

A handwritten signature in cursive script, appearing to read "Susan G. White". The signature is written in black ink and is positioned above the typed name.

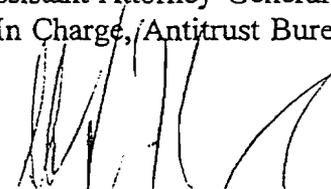
Susan G. White
Assistant Attorney General
Antitrust
6301 Indian School Road, NE
Suite 400
Albuquerque, New Mexico 87110
(505) 841-8094
(505) 841-8095 (Facsimile No.)

DENNIS C. VACCO
Attorney General of the
State of New York

PAMELA JONES HARBOUR
Deputy Attorney General
Public Advocacy

STEPHEN D. HOUCK
Assistant Attorney General
In Charge, Antitrust Bureau

By:



Stephen D. Houck

RICHARD L. SCHWARTZ
Deputy Chief, Antitrust Bureau

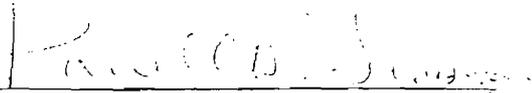
LINDA GARGIULO
GEORGE R. MESIRES
Assistant Attorneys General
120 Broadway, Suite 2601
New York, New York 10271
(212) 416-8275

MICHAEL F. EASLEY
Attorney General of North Carolina



K. D. Sturgis
Assistant Attorney General
North Carolina Department of Justice
P.O. Box 629
Raleigh, N.C. 27602
Tel. (919)733-7741
Fax (919)715-0577

HEIDI HEITKAMP
NORTH DAKOTA ATTORNEY GENERAL

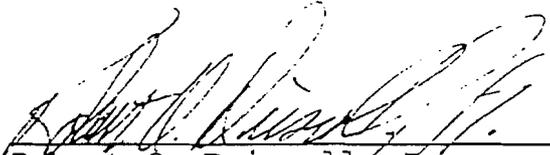

PARRELL D. GROSSMAN
Assistant Attorney General
Director, Consumer Protection and
Antitrust Division
North Dakota State Bar #04684
Office of Attorney General
STATE OF NORTH DAKOTA
State Capitol
600 East Boulevard Avenue
Bismarck, ND 58505-0040

701-328-2210
701-328-3535 (Facsimile No.)

American Cyanamid Settlement Agreement

BETTY D. MONTGOMERY
Attorney General of Ohio

DOREEN C. JOHNSON
Assistant Attorney General
Chief Antitrust Section



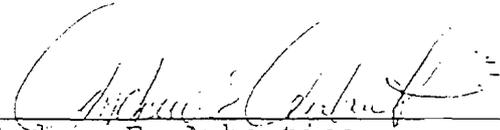
Robert O. Driscoll, Jr.
Assistant Attorney General
Assistant Section Chief
Antitrust
30 E. Broad Street
Columbus, Oh. 43215
(614) 466-4328

W.A. DREW EDMONDSON
Attorney General of Oklahoma



Jane F. Wheeler
Assistant Attorney General
Dir., Consumer Protection Unit
4545 N. Lincoln Blvd., Suite 260
Oklahoma City, Oklahoma 73105
(405) 521-4274
(405) 528-1867 (fax)

HARDY MYERS
Attorney General of Oregon



Andrew E. Aubertine
Assistant Attorney General
Financial Fraud Section
Oregon State Bar No. 83013

Oregon Department of Justice
1162 Court Street NE
Salem, OR 97310
(503) 378-4732
(503) 378-5017 (Facsimile)

D. MICHAEL FISHER
Attorney General of Pennsylvania

By: Carl S. Hisiro
Carl S. Hisiro
Chief Deputy Attorney General
Antitrust Section

Garrett F. Gallia
Deputy Attorney General
Antitrust Section

Office of Attorney General
Commonwealth of Pennsylvania
14th Floor, Strawberry Square
Harrisburg, PA 17120
(717) 787-4530
(717) 787-1190 (Facsimile No.)

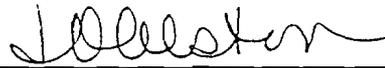


Roberto González Rivera
Deputy Attorney General
Antitrust Office
Puerto Rico Department of Justice



Helga L. Pérez Ríos
Assistant Attorney General
Antitrust Office
Puerto Rico Department of Justice
PO Box 9020192, San Juan
Puerto Rico 00902-0192
(787) 723-7555
(787) 725-2475 (Facsimile No.)

JEFFREY B. PINE
Attorney General of Rhode Island



J.O. ALSTON
Special Assistant Attorney General
Atty Reg #3909
150 South Main Street
Providence, RI 02903
(401) 274-4400 ext. 2401
FAX: (401) 274-3050

CHARLES MOLONY CONDON
Attorney General of South Carolina

TREVA G. ASHWORTH
Deputy Attorney General

C. HAVIRD JONES, JR.
Senior Assistant Attorney General

P. O. Box 11549
Columbia, SC 29211
(803) 734-3680
(803) 734-3677 (Facsimile No.)

BY: _____


C. HAVIRD JONES, JR.

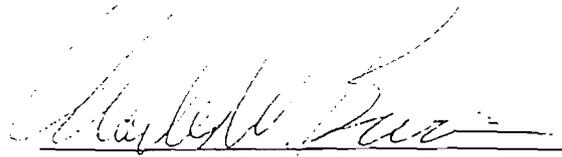
Senior Assistant Attorney General

MARK BARNETT
ATTORNEY GENERAL
STATE OF SOUTH DAKOTA



Jeffrey P. Hallen
Assistant Attorney General
Office of Attorney General
500 E. Capitol
Pierre, SD 57501-5070
Telephone: (605) 773-3215
Fax: (605) 773-4106

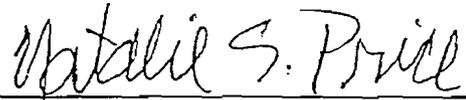
American Cyanamid Settlement Agreement



CHARLES W. BURSON
Attorney General of Tennessee
BPR No. 007775



PERRY ALLAN CRAFT
Deputy Attorney General
Antitrust Division
BPR No. 006056



NATALIE S. PRICE
Assistant Attorney General
Antitrust Division
BPR No. 16255

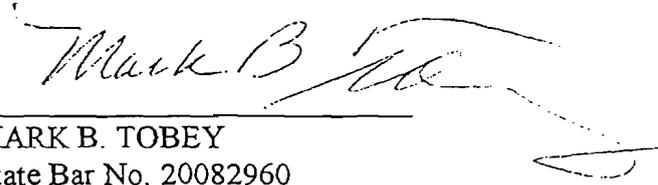
Office of the Attorney General
STATE OF TENNESSEE
500 Charlotte Avenue
Nashville, TN 37243
(615) 741-6474
(615) 771-2009 (Facsimile)

DAN MORALES
Attorney General of Texas

JORGE VEGA
First Assistant Attorney General

LAQUITA A. HAMILTON
Deputy Attorney General
for Litigation

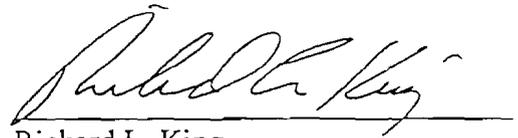
THOMAS P. PERKINS
Assistant Attorney General
Chief, Consumer Protection
Division



MARK B. TOBEY
State Bar No. 20082960
Assistant Attorney General
Deputy Chief for Antitrust
Consumer Protection Division
P. O. Box 12548
Austin, Texas 78711-2548
(512) 463-1262
(512) 320-0975 (Facsimile No.)

JAN GRAHAM
Attorney General of Utah

1-23-97
Date

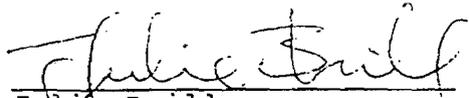


Richard L. King
Assistant Attorney General
Antitrust Section
Utah Attorney General's Office
160 E. 300 S., 5th Floor
Salt Lake City, UT 84114
(801) 366-0310

STATE OF VERMONT

J. WALLACE MALLEY
DEPUTY ATTORNEY GENERAL

by:



Julie Brill
Julie Brill
Assistant Attorney General
109 State Street
Montpelier, VT 05609-1001
(802) 828-3171
(802) 828-2154 (facsimile)

JAMES S. GILMORE, III
Attorney General of Virginia

DAVID E. ANDERSON
Chief Deputy Attorney General

CATHERINE C. HAMMOND
Deputy Attorney General



FRANK SEALES, JR.
Senior Assistant Attorney General
Chief, Antitrust and Consumer
Litigation Section

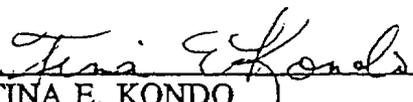


ANNE MARIE CUSHMAC
Assistant Attorney General
Antitrust and Consumer Litigation Section
Office of the Attorney General
900 East Main Street
Richmond, Virginia 23219
(804) 786-2116
(804) 371-2086 (Facsimile)

CHRISTINE O. GREGOIRE
Attorney General of Washington

JOHN HOUGH
Senior Assistant Attorney General

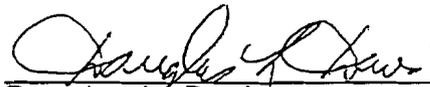
JON P. FERGUSON
Senior Counsel, Chief, Antitrust Section



TINA E. KONDO
Senior Counsel
Antitrust Section
900 4th Avenue, Suite 2000
Seattle, WA 98164-1012
(206) 464-6293
(206) 587-5636 (Facsimile No.)

DARRELL V. McGRAW, JR.
Attorney General of West Virginia

JILL L. MILES
Deputy Attorney General



Douglas L. Davis
Assistant Attorney General
Consumer Protection/Antitrust Division
812 Quarrier Street, Sixth Floor
Charleston, West Virginia 25301
(304) 558-8986
(304) 558-0184 (Facsimile No.)

JAMES E. DOYLE
Attorney General of Wisconsin



KEVIN J. O'CONNOR
Assistant Attorney General
Wisconsin State Bar No. 1016693
Wisconsin Department of Justice
Post Office Box 7857
Madison, Wisconsin 53707-7857
(608) 266-8986

WILLIAM U. HILL
Attorney General of Wyoming

MARK T. MORAN
Assistant Attorney General
Consumer Protection Division

MARK MORAN

Mark T. Moran
Assistant Attorney General
Consumer Protection Division
123 Capitol Building
Cheyenne, Wyoming 82002
(307) 777-5838
(307) 777-6869 (Facsimile No.)

American Cyanamid Settlement Agreement
