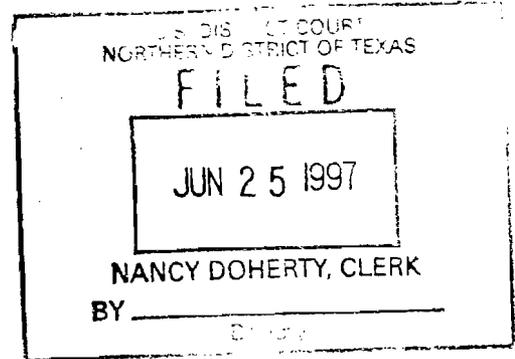


COPY

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

STATE OF TEXAS, ex rel. §
Attorney General DAN MORALES, §
§
STATE OF ALABAMA, ex rel. §
Attorney General BILL PRYOR, §
§
STATE OF ALASKA, ex rel. §
Attorney General BRUCE M. BOTELHO, §
§
STATE OF ARIZONA, ex rel. §
Attorney General GRANT WOODS, §
§
STATE OF ARKANSAS, ex rel. §
Attorney General WINSTON BRYANT, §
§
STATE OF CALIFORNIA, ex rel. §
Attorney General DANIEL E. LUNDGREN, §
§
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. §
Interim Corporation Counsel JO ANN ROBINSON, §
§
STATE OF GEORGIA, ex rel. §
Attorney General MICHAEL J. BOWERS, §



3 - 97 CV 1526 - D
CIVIL ACTION
NO. _____

COMPLAINT

STATE OF HAWAII, <u>ex rel.</u>	§
Attorney General MARGERY S. BRONSTER,	§
	§
STATE OF IDAHO, <u>ex rel.</u>	§
Attorney General ALAN G. LANCE,	§
	§
STATE OF ILLINOIS, <u>ex rel.</u>	§
Attorney General JIM RYAN,	§
	§
STATE OF INDIANA, <u>ex rel.</u>	§
Attorney General JEFFREY A. MODISETT,	§
	§
STATE OF IOWA, <u>ex rel.</u>	§
Attorney General THOMAS J. MILLER,	§
	§
STATE OF KANSAS, <u>ex rel.</u>	§
Attorney General CARLA J. STOVALL,	§
	§
COMMONWEALTH OF KENTUCKY, <u>ex rel.</u>	§
Attorney General A. B. CHANDLER, III,	§
	§
STATE OF LOUISIANA, <u>ex rel.</u>	§
Attorney General RICHARD P. IEYOUB,	§
	§
STATE OF MAINE, <u>ex rel.</u>	§
Attorney General ANDREW KETTERER,	§
	§
STATE OF MARYLAND, <u>ex rel.</u>	§
Attorney General J. JOSEPH CURRAN, JR.,	§
	§
COMMONWEALTH OF MASSACHUSETTS, <u>ex rel.</u>	§
Attorney General SCOTT HARSHBARGER,	§
	§
STATE OF MICHIGAN, <u>ex rel.</u>	§
Attorney General FRANK J. KELLEY,	§
	§
STATE OF MINNESOTA, <u>ex rel.</u>	§
Attorney General HUBERT H. HUMPHREY III,	§

STATE OF MISSISSIPPI, ex rel. §
Attorney General MIKE MOORE, §
§
STATE OF MISSOURI, ex rel. §
Attorney General JEREMIAH W. (JAY) NIXON, §
§
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 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 WYOMING, ex rel.
Attorney General WILLIAM U. HILL,

Plaintiffs,

v.

Zeneca Inc.,

Defendant.

§
§
§
§
§
§
§
§
§
§
§

COMPLAINT

I.

SUMMARY OF COMPLAINT

The Plaintiffs STATES OF TEXAS, ALABAMA, ALASKA, ARIZONA, ARKANSAS, CALIFORNIA, COLORADO, CONNECTICUT, DELAWARE, GEORGIA, HAWAII, IDAHO, ILLINOIS, INDIANA, IOWA, KANSAS, KENTUCKY, LOUISIANA, MAINE, MARYLAND, MASSACHUSETTS, MICHIGAN, MINNESOTA, MISSISSIPPI, MISSOURI, MONTANA, NEBRASKA, NEVADA, NEW HAMPSHIRE, NEW MEXICO, NEW YORK, NORTH CAROLINA, NORTH DAKOTA, OHIO, OKLAHOMA, OREGON, PENNSYLVANIA, RHODE ISLAND, SOUTH CAROLINA, SOUTH DAKOTA, TENNESSEE, UTAH, VERMONT, VIRGINIA, WASHINGTON, WEST VIRGINIA, WISCONSIN, and WYOMING, and the DISTRICT OF COLUMIA and PUERTO RICO ("the States") bring this action in their

sovereign capacities, and as parens patriae on behalf of the general welfare and economy of each of their states, against Defendant Zeneca Inc., formerly ICI AMERICAS INC., (“Zeneca” or “Defendant”) and unnamed co-conspirators as set forth below to secure injunctive relief and civil penalties for Zeneca’s violations of the antitrust laws of the United States and the antitrust and unfair competition or related laws of the States. Plaintiffs allege that Zeneca, as a manufacturer of certain agricultural crop protection chemicals, entered into arrangements for the distribution of those chemicals pursuant to which it and its unnamed co-conspirators fixed the prices at which its distributors resold such chemicals to retail dealers, farmers, growers, and others, including some or all of the States bringing this action.

II.

JURISDICTION AND VENUE

1. This Complaint is filed and the jurisdiction and venue of the Court are invoked under the provisions of 28 U.S.C. §§ 1331 and 1337 and 15 U.S.C. § 26 to obtain injunctive relief based upon Defendant’s contracts, combinations, and conspiracies to fix prices in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.

2. The Defendant is found or resides, and does business in the State of Texas, as well as in each of the plaintiff States bringing this action.

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

4. The Complaint also alleges violations of the following state antitrust and/or unfair competition and related laws, and seeks injunctive relief as well as civil penalties based on these claims: Texas Free Enterprise and Antitrust Act of 1983, Tex. Bus. and Com. Code § 15.01 et seq.; Code of Alabama, §§ 8-10-1 et seq. (1975); Alaska Restraint of Trade Act, AS §§ 45.50.562--596 et seq., Arizona Uniform State Antitrust Act, A.R.S. § 44-1402 et seq.; Arkansas Unfair Practices Act, Ark. Code Ann. § 4-75-309; California's Cartwright Act, Cal. Bus. & Prof. Code §§ 16720 et seq.; California's Unfair Competition Act, Cal. Bus. & Prof. Code §§ 17200 et seq.; Colorado Antitrust Act of 1992, § 6-4-104, Colo. Rev. Stat. (1992); Connecticut Antitrust Act, Conn. Gen. Stat. §§ 35-24 et seq.; Delaware Antitrust Act, 6 Delaware Code Chapter 21; District of Columbia Antitrust Act, D.C. Code Ann. § 28-4502 (1996); Georgia Fair Business Practices Act O.C.G.A. § 10-1-390 et seq. and O.C.G.A. § 13-8-2; Hawaii Revised Statutes §§ 480-2, 480-4; Idaho Antitrust Law, Idaho Code §§ 48-101 et seq.; Idaho Consumer Protection Act, Idaho Code § 48-603(18); Illinois Antitrust Act, 740 ILCS 10/1. et seq.; Indiana Code §§ 24-1-1-1 et seq.; Iowa Competition Law, Iowa Code Chapter 553; Kansas Statutes Annotated §§ 50-101 et seq.; Kentucky Consumer Protection Act, KRS §§ 367.175; La. R.S. 51:121, et seq.; Maine Revised Statutes Annotated, Tit. 10 §§ 1101 et seq.; Md. Comm. Law Code Ann. §§ 11-201, et seq.; Massachusetts Antitrust Act, Mass. Gen. L. c. 93 §§ 1 et seq.; Massachusetts Consumer Protection Act, Mass. Gen.

L. c. 93A §§ 1 et seq.; Michigan Antitrust Reform Act (MARA), Mich. Comp. Laws Ann. §§ 445.771 et seq.; Michigan Statutes Annotated 28.70(1) et seq.; Minn. Stat. §§ 325D.49 - 325D.66 (1996); Mississippi Code Annotated §§ 75-21-1 et seq.; Missouri Antitrust Law, §§ 416.011 et seq.; Mont. Code Ann. § 30-14-222; Neb. Rev. Stat. §§ 59-801 - 59-831 and §§ 59-1601 - 59-1623 (1993, Cum. Supp. 1996); Nevada Unfair Trade Practice Act, Nev. Rev. Stat. Chapter 598A.060; New Hampshire RSA 356; New Mexico Antitrust Act, §§ 57-1-1 et seq. NMSA 1978 (1995 Repl.); N.Y. Gen. Bus. Law §§ 340 et seq. (McKinney 1988); North Carolina General Statutes §§ 75-1, 75-1.1, and 75-2; North Dakota's Uniform State Antitrust Act, N.D. Cent. Code §§ 51-08.1-01 et seq.; Ohio's Valentine Act, Ohio Rev. Code §§ 1331.01 et seq.; Oklahoma Statutes tit. 79 §§ 1 et seq.; Oklahoma Statutes tit. 15, Supp. 1996, § 753(20); Oregon Revised Statutes § 646.705; Pennsylvania 71 P.S. § 732-204(c); Puerto Rico's Anti-Monopoly Act of 1964, P.R. Laws Ann. tit. 10 §§ 257 et seq.; Rhode Island Antitrust Act, R.I. Gen. Laws § 6-36-6; South Carolina Code of Laws §§ 39-3-10 et seq.; South Dakota Codified Laws ch. 37-1; Tennessee Antitrust Act, Tenn. Code Ann. §§ 47-25-101 et seq.; Tennessee Consumer Protection Act, Tenn. Code Ann. §§ 47-18-101 et seq.; Utah Antitrust Act, Utah Code Ann. §§ 76-10-911 et seq. (1979, as amended); Vermont Consumer Fraud Act, 9 VSA § 2451 et seq.; Virginia Antitrust Act, Va. Code §§ 59.1-9.1 et seq.; Washington Consumer Protection Act, RCW 19.86; West Virginia Antitrust Act, W. Va. Code §§ 47-18-1 et seq.; West Virginia Consumer Credit and Protection Act, W. Va. Code §§ 46A-1-101 et seq.; Wisconsin Trusts and Monopolies Law, §§ 133.03(1), 133.16, Wis. Stats.; Wyoming Statutes

§§ 40-4-101 et seq. All claims under federal and state law are based upon a common nucleus of operative facts such that the entire action commenced by this Complaint constitutes a single case which would ordinarily be tried in one judicial proceeding.

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

III.

DEFINITIONS

6. As used herein:

a. “Crop Protection Chemicals” (hereinafter “CPC”) shall mean chemical products that are used, among other things, to control or eliminate unwanted disease, insects, plants, fungus, and rodents around crops, including, but not limited to, those crop protection chemicals covered either by Zeneca’s stewardship bonus programs or by manufacturers’ various margin maintenance programs and policies as those programs and policies are defined herein.

b. “Distributor” shall mean a business entity that purchases CPC from a manufacturer, including Zeneca, for resale to retail dealers, farmers, growers, or others, including governmental entities; a single distributor may be integrated, usually through separate corporate divisions, in reselling CPC at both the wholesale and retail levels.

c. "Gross margin" as used and defined by Zeneca for purpose of its stewardship bonus programs, shall mean and is calculated as the net resale price of the CPC (as defined below), minus the wholesale price of the CPC (taking into account discounts and other price terms of sale) that was paid by the distributor, divided by the net resale price.

d. "Manufacturer" shall mean a manufacturer or producer of CPC that sells to distributors, retail dealers, and/or agricultural cooperatives.

e. "Margin Maintenance Policy" and "Margin Maintenance Program" mean any marketing program, sales program, marketing policy and/or sales policy in which a manufacturer and a distributor of CPC agree that the distributor will be paid a specific rebate on certain CPC that are resold by the distributor: (1) at or above a qualifying price or price level specified by a manufacturer; or (2) at or above a qualifying minimum markup or "gross margin" percentage specified by a manufacturer.

f. "Net resale price" shall mean the f.o.b. delivered resale price of the CPC sold by the distributor, taking into account returns, discounts for cash, blanket credit memos, rebates, free equipment, or other equipment unsupported by a bona fide lease or purchase order, trips, free product, and all other discounts, incentives and other value given by the distributor to its customer which result in a reduction of the true bottom line price actually charged to the customer.

g. "Qualifying Price" shall mean any CPC resale price, price level, minimum price markup or gross margin upon which Zeneca conditioned payments of its rebates to distributors under the Zeneca stewardship bonus programs.

h. "Rebate" shall mean a payment of money by a manufacturer to a distributor which was (1) pursuant to the distributor's agreement with and participation in a manufacturer's margin maintenance policy or program or Zeneca's stewardship bonus program, and; (2) conditioned upon the distributor's resale of CPC at or above the manufacturer's qualifying price in its policy or program.

i. "Relevant Period" shall mean the period during which any Zeneca stewardship bonus program was in effect commencing at least sometime in 1986 and continuing through December 31, 1993.

j. "Resale Price" shall mean any price, price floor, price ceiling, price range or any mark-up formula or margin of profit used by any distributor for the resale pricing of any CPC to dealers, farmers, growers or other purchasers, including government entities.

k. "States" shall mean those States, by and through their Attorneys General, who are signatories to this Complaint and who are bringing this action in their sovereign capacities, and as parens patriae on behalf of the general welfare and economy of each of their States.

l. "Zeneca" shall mean Zeneca Inc., formerly ICI Americas Inc., including its affiliates, direct and indirect parents, subsidiaries, divisions and other organizational units of any

kind that sold CPC; their successors and assigns; their officers, directors, employees; and, to the extent acting at their direction and on their behalf, their agents, representatives and other persons.

IV.

PLAINTIFFS

7. The States of Texas, Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming and the District of Columbia and Puerto Rico by and through their Attorneys General, or other authorized official, bring this action in their sovereign capacities and as parens patriae on behalf of the general welfare and economy of each of their states to enforce federal and state laws that Zeneca has violated.

V.

DEFENDANT

8. Zeneca is a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware, and has its principal place of business at Wilmington, Delaware.

9. Zeneca is now and for some time has been engaged in the manufacturing, offering for

sale, sale and distribution of CPC to distributors located throughout the United States, including the State of Texas.

VI.

CO-CONSPIRATORS

10. Various distributors of Zeneca known and unknown to Plaintiffs and not named as defendants herein, have participated as co-conspirators with Zeneca in the violations alleged in this Complaint and have performed acts and made statements in furtherance thereof.

VII.

TRADE AND COMMERCE

11. During the relevant time period, Zeneca manufactured CPC in the State of Delaware and elsewhere and sold them to distributors in each of the states bringing this action. These CPC are used principally by farmers or growers for crop protection, as well as by states or other governmental entities for insect control or control of unwanted plants.

12. The activities of Zeneca and distributors in distributing and selling Zeneca CPC were in the regular, continuous and substantial flow of interstate commerce, and have had a substantial effect upon interstate commerce. Each year during the relevant time period, Zeneca has sold several hundreds of millions of dollars of CPC throughout the United States.

13. The activities of Zeneca and distributors in distributing and selling Zeneca CPC were in the regular, continuous and substantial flow of trade and commerce within each of the Plaintiff

States, and have had a substantial effect upon such intrastate trade and commerce. Each year during the relevant time period, Zeneca has sold at least several thousands, if not millions, of dollars of CPC within each of the Plaintiff States.

VIII.

FIRST CLAIM FOR RELIEF

14. Beginning on a date uncertain but at least as early as 1986 and continuing through December 31, 1993, Zeneca adopted one or more national marketing programs pursuant to which it entered into separate unlawful contracts, combinations and conspiracies with each of its distributors of CPC, in restraint of interstate trade and commerce and in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. Said contracts, combinations, and conspiracies established minimum resale prices to be charged by distributors when reselling CPC, and may resume at any time unless the relief prayed for hereinafter is granted.

15. Each contract, combination and conspiracy consisted of a continuing agreement, understanding or concert of action between defendant and a distributor, the substantial terms of which were to fix, raise, maintain and stabilize the resale price of Zeneca's CPC that were sold to retailers, farmers, growers and other purchasers.

16. The contracts, combinations and conspiracies alleged in paragraphs 14 and 15 were effectuated, in part, through written contracts between Zeneca and distributors selling Zeneca CPC.

17. The contracts, combinations and conspiracies alleged in paragraphs 14 and 15 were further effectuated, in part, through national and regional committee meetings, club meetings, and task

force meetings among unnamed distributors of Zeneca CPC. These committee, club and task force meetings were commonly known and referred to as “Zeneca Executive Club” meetings and “Zeneca Distributor Task Force” meetings and were held, endorsed, encouraged and facilitated by Zeneca.

18. The contracts, combinations and conspiracies alleged in paragraphs 14 and 15 were implemented and carried out through the Zeneca stewardship programs, but were in substance and effect used and designed to restrict the pricing independence of the distributors so that they would adhere to the qualifying price schedules specified by Zeneca within the stewardship programs.

19. For the purpose of forming, effectuating and furthering the conspiracies, Zeneca and its co-conspirators did those things which they combined, agreed and conspired to do, including, among other things, the following:

a. Zeneca imposed mandatory stewardship bonus programs on all distributors that wanted to sell Zeneca CPC. Before a distributor could sell any Zeneca CPC, a distributor was required to enter into a contract with Zeneca in which the distributor agreed to participate in Zeneca's stewardship bonus programs.

b. Within these mandatory stewardship bonus programs, Zeneca created a pricing structure for the sale and resale of CPC that was both supported and enforced by a rebate or bonus system. The pricing structure was supported by the payment of rebates/bonuses to distributors who resold CPC at or above the qualifying price; the pricing structure was enforced by the withhold and/or threat of withhold of a rebate for distributors failing to price at or above the Zeneca qualifying price.

c. Zeneca and each distributor agreed, formally and in writing, as part of the stewardship bonus programs, that Zeneca would pay a rebate or stewardship bonus to the distributor for only those sales of CPC that were resold by the distributor at or above the Zeneca qualifying price.

d. Zeneca and each distributor further agreed, formally and in writing, as part of the stewardship bonus programs, that rebates to distributors would be withheld on all sales of CPC below the qualifying price, regardless of the price gap between the qualifying price and the discounted resale price on each CPC.

e. Zeneca used the stewardship bonus programs to force adherence to the qualifying pricing structure by creating a wholesale and resale pricing structure wherein the rebate paid to each distributor became crucial to that distributor's success.

f. Zeneca and each distributor further agreed, formally and in writing, as part of the stewardship bonus programs, that the distributor's resale prices on all Zeneca CPC would be subject to audit by Zeneca to ensure the accuracy of sales and pricing information that the distributor reported to Zeneca. Zeneca did audit distributors to determine whether the distributors' reported sales had, in fact, been made at or above the qualifying prices.

g. Zeneca and each distributor further agreed, as part of the stewardship bonus programs, that Zeneca should and would increase enforcement efforts, including increasing the number and frequency of audits, in order to reduce cheating on the Zeneca stewardship bonus programs and obtain a higher percentage of adherence among distributors to the Zeneca qualifying price structure.

h. Zeneca permitted and encouraged distributors to report to Zeneca any distributors who were believed to have been cheating on the Zeneca stewardship bonus programs. Cheating occurred when a distributor resold CPC below the Zeneca qualifying prices but reported the resale at or above the qualifying price in order to receive the rebate.

i. Zeneca held, facilitated and/or attended Zeneca Executive Club meetings and Zeneca Distributor Task Force Meetings at which unnamed distributors discussed the Zeneca stewardship/bonus programs with each other and with Zeneca employees. These discussions included, without limitation, the proposed prices and margins on Zeneca CPC under the stewardship bonus programs, increased enforcement and auditing by Zeneca under the stewardship bonus programs to ensure more distributors adhered to the Zeneca minimum qualifying price schedules, and renewed commitments by the co-conspirators to the Zeneca stewardship bonus programs.

j. Zeneca sought and received assurances from unnamed distributors that they supported and would continue to support in the future the Zeneca stewardship bonus programs by selling the CPC at or above the Zeneca qualifying prices, by complying with the Zeneca audit procedures, and by responding and adhering to increased measures to police the stewardship bonus programs in order to reduce the number of violations under these programs.

20. The aforementioned acts and practices by Zeneca were in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.

IX.

SECOND CLAIM FOR RELIEF

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

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

X.

THIRD CLAIM FOR RELIEF

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

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

XI.

FOURTH CLAIM FOR RELIEF

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

26. The aforementioned practices by Zeneca were in violation of the Alaska Restraint of Trade Act, AS §§ 45.50.562--596 et seq.

XII.

FIFTH CLAIM FOR RELIEF

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

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

XIII.

SIXTH CLAIM FOR RELIEF

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

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

XIV.

SEVENTH CLAIM FOR RELIEF

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

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

XV.

EIGHTH CLAIM FOR RELIEF

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

34. The aforementioned practices by Zeneca were in violation of the Colorado Antitrust Act of 1991, § 6-4-104, Colo. Rev. Stat. (1992).

XVI.

NINTH CLAIM FOR RELIEF

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

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

XVII.

TENTH CLAIM FOR RELIEF

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

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

XVIII.

ELEVENTH CLAIM FOR RELIEF

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

40. The aforementioned practices by Zeneca were in violation of the District of Columbia Antitrust Act, D.C. Code Ann. § 28-4502 (1996).

XIX.

TWELFTH CLAIM FOR RELIEF

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

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

XX.

THIRTEENTH CLAIM FOR RELIEF

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

44. The aforementioned practices by Zeneca were in violation of Hawaii Revised Statutes §§ 480-2, 480-4.

XXI.

FOURTEENTH CLAIM FOR RELIEF

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

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

XXII.

FIFTEENTH CLAIM FOR RELIEF

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

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

XXIII.

SIXTEENTH CLAIM FOR RELIEF

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

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

XXIV.

SEVENTEENTH CLAIM FOR RELIEF

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

52. The aforementioned practices by Zeneca were in violation of the Iowa Competition Law, Iowa Code Chapter 553.

XXV.

EIGHTEENTH CLAIM FOR RELIEF

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

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

XXVI.

NINETEENTH CLAIM FOR RELIEF

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

56. The aforementioned conspiracy by defendant and its co-conspirators was in violation of Kentucky Consumer Protection Act, KRS §§ 367.175.

XXVII.

TWENTIETH CLAIM FOR RELIEF

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

58. The aforementioned practices by Zeneca were in violation of La. R.S. 51:121, et seq.

XXVIII.

TWENTY-FIRST CLAIM FOR RELIEF

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

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

XXIX.

TWENTY-SECOND CLAIM FOR RELIEF

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

62. The aforementioned practices by Zeneca unreasonably restrained trade or commerce in Maryland, in violation of the Md. Com. Law Code Ann. §§ 11-201 et seq.

XXX.

TWENTY-THIRD CLAIM FOR RELIEF

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

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

XXXI.

TWENTY-FOURTH CLAIM FOR RELIEF

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

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

XXXII.

TWENTY-FIFTH CLAIM FOR RELIEF

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

68. The aforementioned practices by Zeneca were in violation of the Minn. Stat. §§ 325D.49 - 325D.66 (1996).

XXXIII.

TWENTY-SIXTH CLAIM FOR RELIEF

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

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

XXXIV.

TWENTY-SEVENTH CLAIM FOR RELIEF

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

72. The aforementioned practices by Zeneca were in violation of the Missouri Antitrust Law, §§ 416.011 et seq.

XXXV.

TWENTY-EIGHTH CLAIM FOR RELIEF

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

74. The aforementioned practices by Zeneca were in violation of Mont. Code Ann. § 30-14-225.

XXXVI.

TWENTY-NINTH CLAIM FOR RELIEF

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

76. The aforementioned practices by Zeneca were in violation of the Neb. Rev. Stat. consumer §§ 59-801 - 59-831 and §§ 59-1601 - 59-1623 (1993, Cum. Supp. 1996).

XXXVII.

THIRTIETH CLAIM FOR RELIEF

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

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

XXXVIII.

THIRTY-FIRST CLAIM FOR RELIEF

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

80. The aforementioned practices by Zeneca were in violation of New Hampshire RSA 356.

XXXIX.

THIRTY-SECOND CLAIM FOR RELIEF

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

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

XL.

THIRTY-THIRD CLAIM FOR RELIEF

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

84. The aforementioned practices by Zeneca were in violation of N.Y. Gen. Bus. Law §§ 340 et seq. (McKinney 1988).

XLI.

THIRTY-FOURTH CLAIM FOR RELIEF

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

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

XLII.

THIRTY-FIFTH CLAIM FOR RELIEF

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

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

XLIII.

THIRTY-SIXTH CLAIM FOR RELIEF

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

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

XLIV.

THIRTY-SEVENTH CLAIM FOR RELIEF

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

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

XLV.

THIRTY-EIGHTH CLAIM FOR RELIEF

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

94. The aforementioned practices by Zeneca were in violation of the Oregon Revised Statutes § 646.705.

XLVI.

THIRTY-NINTH CLAIM FOR RELIEF

95. The Commonwealth of Pennsylvania repeats and realleges each and every allegation contained in Paragraph 1-19 with the same force and effect as if set forth in full herein.

96. The aforementioned practices by Zeneca were in violation of the Pennsylvania 71 P.S. § 732-204(c).

XLVII.

FORTIETH CLAIM FOR RELIEF

97. Plaintiff Commonwealth of Puerto Rico repeats and realleges each and every allegation contained in paragraphs 1-19 with the same force and effect as if set forth in full herein.

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

XLVIII.

FORTY-FIRST CLAIM FOR RELIEF

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

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

XLIX.

FORTY-SECOND CLAIM FOR RELIEF

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

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

L.

FORTY-THIRD CLAIM FOR RELIEF

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

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

LI.

FORTY-FOURTH CLAIM FOR RELIEF

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

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

LII.

FORTY-FIFTH CLAIM FOR RELIEF

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

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

LIII.

FORTY-SIXTH CLAIM FOR RELIEF

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

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

LIV.

FORTY-SEVENTH CLAIM FOR RELIEF

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

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

LV.

FORTY-EIGHTH CLAIM FOR RELIEF

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

114. The aforementioned practices by Zeneca were in violation of Washington Consumer Protection Act, RCW 19.86.

LVI.

FORTY-NINTH CLAIM FOR RELIEF

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

116. The aforementioned practices by Zeneca were in violation of the West Virginia 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.

LVII.

FIFTIETH CLAIM FOR RELIEF

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

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

LVIII.

FIFTY-FIRST CLAIM FOR RELIEF

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

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

LIX.

EFFECTS

121. The aforementioned unlawful practices had the following effects, among others:

a. The resale prices for Zeneca CPC sold to retail dealers, to farmers, to growers, and to other purchasers, including state and local governments, in the United States and in each of the plaintiff States were fixed, raised, maintained or stabilized at artificial and noncompetitive levels;

b. Price competition among distributors selling Zeneca CPC was restrained;

c. Retail dealers, farmers, growers and other purchasers in the States were denied the benefits of free and open competition among distributors selling Zeneca CPC; and

d. Distributors' pricing independence on the resale of Zeneca CPC was in substance and effect unlawfully restricted, diminished, curtailed, and compromised by the Zeneca stewardship bonus programs.

LX.

INJURY

122. As a result of the illegal contracts, combinations or conspiracies alleged above, retail dealers, farmers, growers and other purchasers residing in the Plaintiff States, as well as each Plaintiff State, sustained injury and each Plaintiff State has also sustained injury to the welfare and economy of its state.

123. Retail dealers, farmers, growers and other purchasers residing within the Plaintiff States, including each Plaintiff State, are threatened with further injury unless Defendant is enjoined from illegal conduct.

124. Plaintiff States will be subject to a continuing threat of injury to the general welfare and economy of their states unless Defendant is enjoined from its illegal conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff States pray that the Court:

- a. Adjudge and decree that Zeneca Inc., entered into unlawful price fixing agreements in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1;
- b. Adjudge and decree that Zeneca Inc., engaged in unlawful practices in violation of the state statutes referred to in Sections IX-LIX (paragraphs 21-122) above;
- c. Enter judgment against Zeneca Inc., for the maximum penalties determined by the Court to be just and proper, based, depending on the laws of each State, on: (1) each transaction in violation of the law, (2) each unlawful agreement between Zeneca Inc., and a distributor, or (3) the overarching agreement in restraint of trade between Zeneca Inc., and its distributors;
- d. Enjoin and restrain Zeneca Inc., its successors, assigns, subsidiaries and transferees, and its officers, directors, agents, employees, and all other persons acting in concert with it, from engaging in the unlawful practices described in this Complaint and from engaging in any similar unlawful practices;
- e. Enter judgment against Zeneca Inc., for all other available relief determined by the Court to be just and proper that is provided for under the state statutes enumerated in Sections IX -LIX (paragraphs 21-122) above;
- f. Award each Plaintiff State the cost of suit, including reasonable attorney's fees; and
- g. Grant such other and further relief as the case may require and the Court may deem just and proper under the circumstances.

Dated: 6/25/97

Respectfully submitted,

DAN MORALES
Attorney General of Texas

JORGE VEGA
First Assistant Attorney General

LAQUITA A. HAMILTON
Deputy Attorney General for Litigation

PAUL ELLIOTT
Chief, Consumer Protection Division

A handwritten signature in cursive script that reads "Rebecca Fisher". The signature is written in black ink and is positioned above a horizontal line.

Rebecca Fisher
Assistant Attorney General
Texas Bar No. 07057800
Consumer Protection Division
P.O. Box 12548
Austin, TX 78711-2548
(512)463-2185
(512)320-0975 [Fax]

BILL PRYOR
ATTORNEY GENERAL
STATE OF ALABAMA

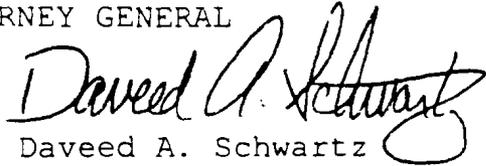
By 
Dennis M. Wright
Assistant Attorney General

State House, 11 South Union Street
Montgomery, AL 36130
(334) 242-7463

State of Texas et al. V. Zeneca

BRUCE M. BOTELHO
ATTORNEY GENERAL

By:

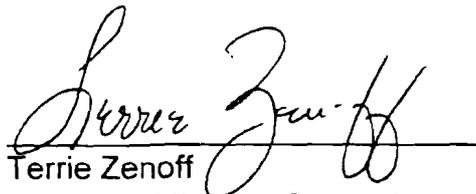


Daveed A. Schwartz
Assistant Attorney General
Alaska Department of Law
1031 W. 4th Avenue, Suite 200
Anchorage, Alaska 99501-1994
(907) 269-5100
(907) 276-8554 (Facsimile No.)

GRANT WOODS
Attorney General of Arizona

REBECCA W. BERCH
First Assistant Attorney General

SUZANNE M. DALLIMORE
Assistant Attorney General
Antitrust Unit Chief, Civil Division

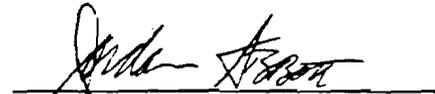
A handwritten signature in cursive script, appearing to read "Terrie Zenoff", written over a horizontal line.

Terrie Zenoff
Assistant Attorney General
Civil Division, Antitrust Section
1275 W. Washington Street
Phoenix, AZ 85007
(602) 542-7752
(602) 542-4801 (Facsimile No.)

WINSTON BRYANT
Attorney General of Arkansas

ROYCE GRIFFIN
Chief Deputy Attorney General

KAY G. BARTON
Deputy Attorney General



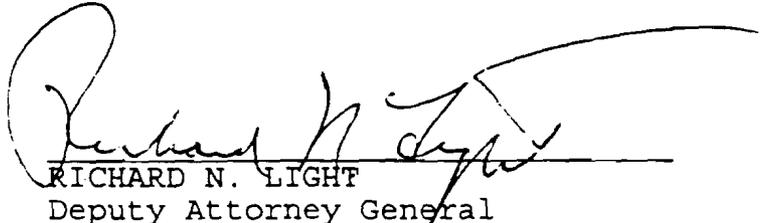
J. JORDAN ABBOTT
Assistant Attorney General
Consumer Protection Division
Office of the Attorney General
323 Center Street, 200 Tower Bldg.
Little Rock, AR 72201-2610
(501) 682-6150
(501) 682-8118 (fax)

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

A handwritten signature in black ink, appearing to read "Richard N. Light", is written over a horizontal line. The signature is fluid and cursive, with a large initial "R" and a long, sweeping tail that extends to the right.

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

GALE A. NORTON
Attorney General

MARTHA PHILLIPS ALLBRIGHT
Chief Deputy Attorney General

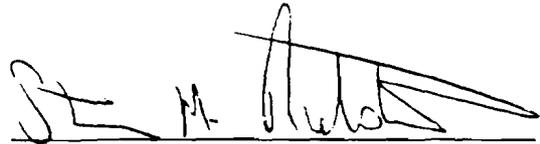
RICHARD A. WESTFALL
Solicitor General

GARTH C. LUCERO
Deputy Attorney General

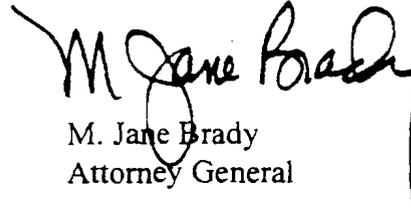


MARIA E. BERKENKOTTER, 16781*
Assistant Attorney General
Civil Litigation Section
Antitrust Unit
1525 Sherman Street, 5th Floor
Denver, Colorado 80203
Telephone: (303) 866-3613
FAX: (303) 866-5691
*Counsel of Record

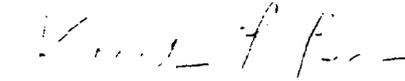
RICHARD BLUMENTHAL
Attorney General of Connecticut

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

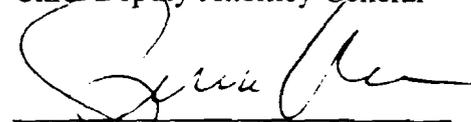
Steven M. Rutstein
Assistant Attorney General
Chief, Antitrust and Consumer
Protection Department
110 Sherman Street
Hartford, Connecticut 06105
Tel: (860) 566-5374
Fax: (860) 523-5536



M. Jane Brady
Attorney General



Keith R. Brady
Chief Deputy Attorney General



Stuart B. Drowos
Deputy Attorney General
Major Litigation AND
Antitrust Division
Department of Justice
820 N. French Street 6th floor
Wilmington, DE 19801
(302) 577-8400
(302) 577-6630 (Facsimile No.)

JO ANNE ROBINSON
Interim Corporation Counsel, D.C.

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

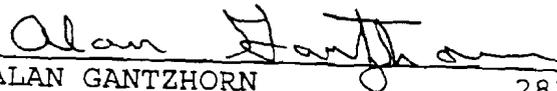
One Judiciary Square, Rm 6N72
441 4th Street, N.W.
Washington, D.C. 20001
(202) 727-6240
(202) 727-6014 (Facsimile No.)

MICHAEL J. BOWERS
Attorney General

071650

BRENDA H. COLE
Deputy Attorney General

176600


ALAN GANTZHORN 283813
Senior Assistant Attorney General

PLEASE ADDRESS ALL
COMMUNICATIONS TO:

ALAN GANTZHORN
Senior Assistant Attorney General
40 Capitol Square, S.W.
Atlanta, Georgia 30334-1700
(404) 656-3337

State of Texas et al. v. Zeneca

MARGERY S. BRONSTER
Attorney General of Hawaii

JOHN W. ANDERSON
First Deputy Attorney General



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

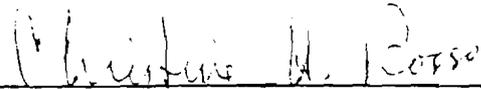
ALAN G. LANCE
Attorney General of Idaho



BRETT T. DeLANGE
Deputy Attorney General
P.O. Box 83720
Boise, Idaho 83720-0010
(208) 334-2424
(208) 334-2830 (fax)

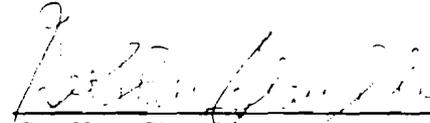
JAMES E. RYAN
Attorney General of Illinois

CAROLE R. DORIS
Chief, Department of Public Advocacy

A handwritten signature in cursive script, reading "Christine H. Rosso", is written above a horizontal line.

CHRISTINE H. ROSSO
Assistant Attorney General
Chief, Antitrust Bureau
100 West Randolph Street
Chicago, Illinois 60601
(312) 814-5610
(312) 814-5079 (fax)

JEFFREY A. MODISETT
Attorney General of Indiana



Geoffrey Slaughter
Special Counsel for Legal Policy
Indiana Government Center South
Fifth Floor
402 W. Washington Street
Indianapolis, IN 46204
(317) 232-6255
(317) 232-7979 (Facsimile No.)

State of Texas et al. v. Zeneca

Respectfully submitted,

THOMAS J. MILLER
Attorney General of Iowa

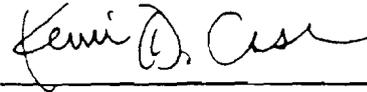
DAVID R. SHERIDAN
Assistant Attorney General



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
Attorney General of Kansas

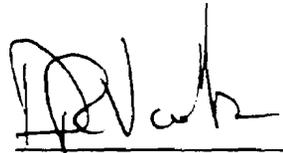
JOHN W. CAMPBELL
Senior Deputy Attorney General



Kevin D. Case
Assistant Attorney General
Antitrust Division
Kansas Judicial Center, 2d Floor
301 West Tenth Avenue
Topeka, Kansas 66612
(913) 296-2215
(913) 296-6296 (Facsimile No.)

ALBERT B. CHANDLER III
Attorney General of Kentucky

TODD E. LEATHERMAN
Assistant Attorney General
Director, Consumer Protection Division



David R. Vandeventer
Assistant Attorney General
Consumer Protection Division
1024 Capital Center Drive
Frankfort, Kentucky 40601
(502) 573-2200



RICHARD P. IEYOUB
ATTORNEY GENERAL

State of Louisiana
DEPARTMENT OF JUSTICE
PUBLIC PROTECTION DIVISION
Baton Rouge
70801

ONE AMERICAN PLACE
301 MAIN ST., SUITE 1250
TELEPHONE (504) 342-7900
FAX (504) 342-7901

RICHARD P. IEYOUB
Attorney General

BY:

Jane Bishop Johnson

JANE BISHOP JOHNSON, #21651
Assistant Attorney General
Louisiana Department of Justice
One American Place, Suite 1250
301 Main Street
Baton Rouge, LA 70801
(504) 342-2754

State of Texas et al. v. Zeneca

ANDREW KETTERER
Attorney General of Maine

Stephen L. Wessler
Assistant Attorney General
Chief, Public Protection Division
State of Maine
Department of the Attorney General
6 State House Station
Augusta, Maine 04333-0006
(207)626-8845

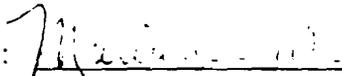
J. JOSEPH CURRAN, JR.
Attorney General of Maryland



Ellen S. Cooper
Assistant Attorney General
Chief, Antitrust Division
200 St. Paul Place, 19th Floor
Baltimore, Maryland 21202
(410) 576-6470
(410) 576-7830 (Facsimile No.)

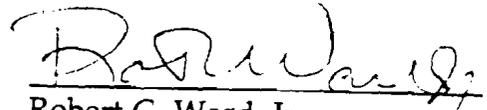
SCOTT HARSHBARGER
Attorney General

Commonwealth of Massachusetts

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

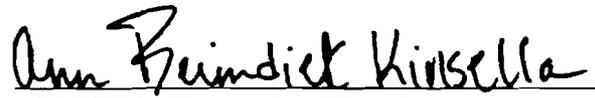
FRANK J. KELLEY
Attorney General
State of Michigan

Frederick H. Hoffecker
Assistant in Charge



Robert C. Ward, Jr.
Assistant Attorney General
Consumer Protection Division
P.O. Box 30213
Lansing MI 48909
(517) 373-7117
FAX (517) 335-1935

HUBERT H. HUMPHREY III
Attorney General
State of Minnesota

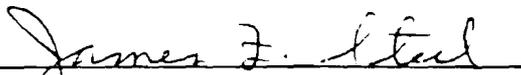


ANN BEIMDIEK KINSELLA
Assistant Attorney General
Atty. Reg. No. 256201

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

Respectfully submitted.

**MIKE MOORE, ATTORNEY GENERAL
STATE OF MISSISSIPPI**

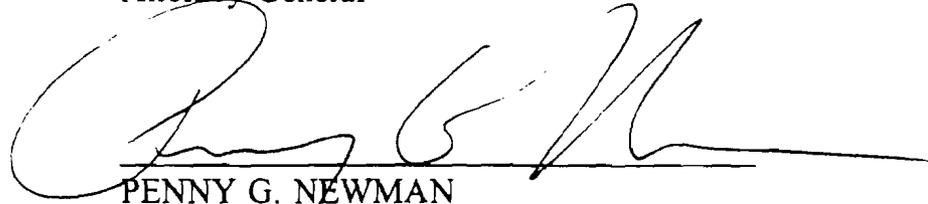
BY: 
James F. Steel, MSB No. 7814
Deputy Attorney General
State of Mississippi

Office of the Attorney General
State of Mississippi
Post Office Box 220
Jackson, Mississippi 39205
Telephone No. (601)359-3680

State of Texas et al. V. Zeneca

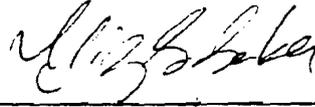
Respectfully submitted,

JEREMIAH W. (JAY) NIXON
Attorney General

A handwritten signature in black ink, appearing to read 'Penny G. Newman', is written over a horizontal line. The signature is fluid and cursive.

PENNY G. NEWMAN
Missouri Bar No. 33063
Assistant Attorney General
Penntower Office Building
3100 Broadway, Suite 609
Kansas City, MO 64111
(816) 889-5000
Fax No. (816) 889-5006

JOSEPH P. MAZUREK
Attorney General of Montana



ELIZABETH S. BAKER
Ass't Chief Deputy Attorney General
Justice Building
215 North Sanders
P.O. Box 201401
Helena, MT 59620-1401
Tel: (406) 444-2026

BY DON STENBERG, #14023
Attorney General

BY



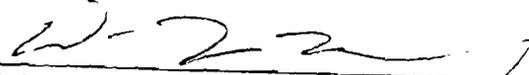
Dale A. Comer, #15365
Assistant Attorney General
2115 State Capitol
Lincoln, NE 68509-8920
Tel: (402) 471-2682

Attorneys for State of Nebraska.

FRANKIE SUE DEL PAPA
Attorney General
State of Nevada

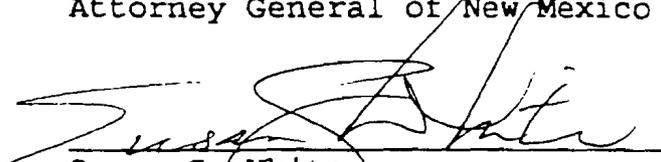
By: ~~XXXXXXXXXX~~ J.M.H.
J. MARTY HOWARD
Senior Deputy Attorney General
Nevada Bar No. 001052
555 E. Washington Ave., #3900
Las Vegas, Nevada 89101
(702) 486-3120
(702) 486-3768 (Facsimile No.)

STEVEN M. HOURAN
Acting Attorney General of New Hampshire


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

State of Texas et al. v. Zeneca

TOM UDALL
Attorney General of New Mexico

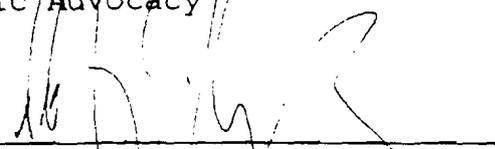
A handwritten signature in black ink, appearing to read "Susan G. White", is written over a horizontal line. The signature is stylized and somewhat cursive.

Susan G. White
Assistant Attorney General
Antitrust
6301 Indian School Rd. NE
Suite 400
Albuquerque, New Mexico 87110
(505) 841-8098
(505) 841-8095 (Facsimile No.)

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

PAMELA JONES HARBOUR
Deputy Attorney General
Public Advocacy

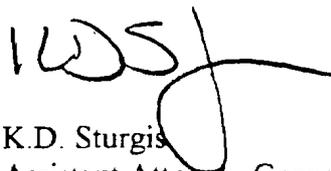
By:


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

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

State of Texas et al. v. Zeneca

MICHAEL F. EASLEY
Attorney General of North Carolina

A handwritten signature in black ink, appearing to read 'K.D. Sturgis', with a large, stylized flourish extending from the end of the signature.

K.D. Sturgis
Assistant Attorney General
State Bar No. 9486
P.O. Box 629
Raleigh, NC 27602
Tel.: (919)716-6000

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)

BETTY M. MONTGOMERY
Attorney General of Ohio

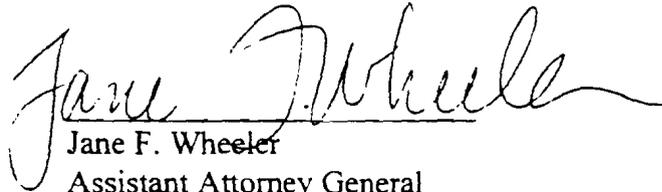
DOREEN C. JOHNSON
Assistant Attorney General
Chief, Antitrust Section

A handwritten signature in black ink, appearing to read "Robert O. Driscoll, Jr.", written over a horizontal line.

ROBERT O. DRISCOLL JR
Assistant Attorney General
Assistant Chief, Antitrust Section
30 E. Broad Street
16th Floor
Columbus, OH 43215
(614) 466-4328

Respectfully submitted,

W.A. DREW EDMONDSON
Attorney General of Oklahoma

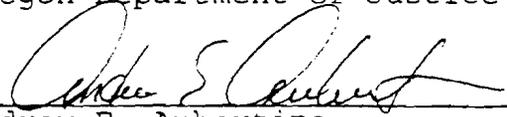
A handwritten signature in cursive script that reads "Jane F. Wheeler". The signature is written in black ink and is positioned above a horizontal line.

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

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

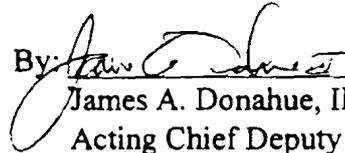
Respectfully submitted,

HARDY MYERS
Attorney General
Oregon Department of Justice



Andrew E. Aubertine
Assistant Attorney General
Oregon Department of Justice
Civil Enforcement Division
1162 Court Street NE
Salem, OR 97310
PHONE: (503) 378-4732
FAX: (503) 378-5017

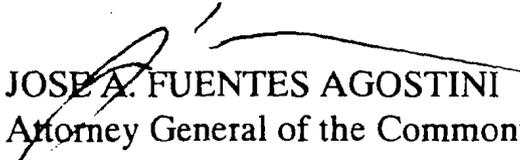
D. Michael Fisher
Attorney General for the Commonwealth
of Pennsylvania

By: 
James A. Donahue, III
Acting Chief Deputy Attorney General
Antitrust Section

Office of Attorney General
14th Floor, Strawberry Square
Harrisburg, PA 17120
(717) 787-4530
(717) 787-1190 (fax number)

State of Texas, et al. v. Zeneca

JAD/lkg/texasform

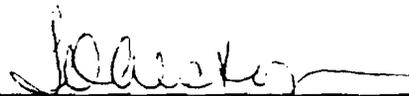


JOSE A. FUENTES AGOSTINI
Attorney General of the Commonwealth of
Puerto Rico



LINDA G. GONZALEZ BERRIOS
Assistant Attorney General
Antitrust Affairs Office
P.O. Box 902192
San Juan, Puerto Rico 00902-0192
(787) 723-7555
(787) 725-2475

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

State of Texas et al. v. Zeneca

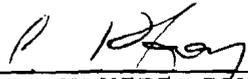
CHARLES M. CONDON
Attorney General of South Carolina

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.

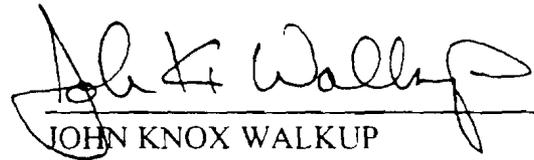
Senior Assistant Attorney General

MARK BARNETT
Attorney General of South Dakota

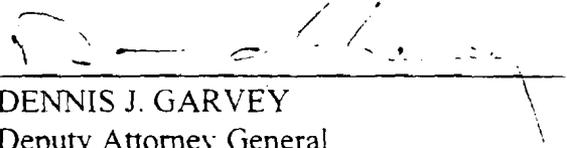


Jeffrey P. Hallem
Assistant Attorney General
Office of Attorney General
500 E. Capitol Avenue
Pierre, South Dakota 57501-5070
Telephone: (605) 773-3215
Facsimile: (605) 773-4106

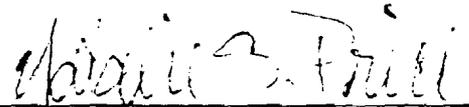
Respectfully submitted.



JOHN KNOX WALKUP
Attorney General of Tennessee
BPR No. 007776



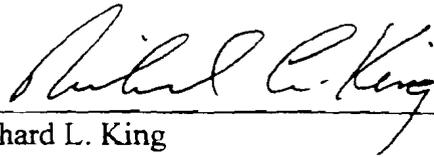
DENNIS J. GARVEY
Deputy Attorney General
Antitrust Division
BPR No. 015754



NATALIE S. PRICE
Assistant Attorney General
Antitrust Division
BPR No. 016255

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

JAN GRAHAM
ATTORNEY GENERAL OF
THE STATE OF UTAH



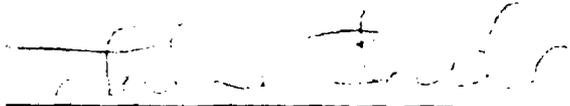
Richard L. King
Assistant Attorney General
Antitrust Section
Box 140872
160 East 300 South, 5th Floor
Salt Lake City, UT 84114-0872
(801) 366-0310

State of Texas, et al. v. Zeneca

DATED: May 13, 1997.

STATE OF VERMONT

WILLIAM H. SORRELL
ATTORNEY GENERAL

by: 

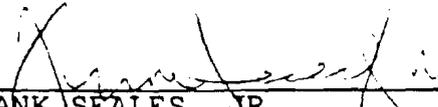
Julie Brill
Assistant Attorney General
109 State Street
Montpelier, VT 05609-1001
(802) 828-3171
(802) 828-2154 (facsimile)

State of Texas et al. v. Zeneca

RICHARD CULLEN
Attorney General of Virginia

DAVID E. ANDERSON
Chief Deputy Attorney General

CLAUDE A. ALLEN
Deputy Attorney General



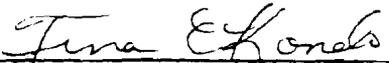
FRANK SEALES, JR.
Senior Assistant Attorney General
Chief, Antitrust and Consumer
Litigation Section



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

JON P. FERGUSON
Senior Counsel
Chief, Antitrust Section


TINA E. KONDO, WSBA# 12101
Senior Counsel
Antitrust Section
Office of the Attorney General
900 4th Avenue, Suite 2000
Seattle, WA 98164-1012
206-464-6293 (Phone)
206-587-5636 (Facsimile No.)

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

DEBORAH L. McHENRY
Managing Deputy Attorney General

JILL L. MILES
Deputy Attorney General
Consumer Protection and Antitrust Division

A handwritten signature in cursive script that reads "Douglas L. Davis" followed by a horizontal line.

Douglas L. Davis
Assistant Attorney General
Consumer Protection and Antitrust
812 Quarrier St.
L & S Building, 6th Floor
Charleston, WV 25301
304-558-8986
304-558-0184 (Facsimile)

JAMES E. DOYLE
Attorney General of Wisconsin



KEVIN J. O'CONNOR
Assistant Attorney General
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

GAY WOODHOUSE
Deputy Attorney General

MARK T. MORAN

MARK T. MORAN
Assistant Attorney General
Consumer Protection Division
123 Capitol Building
Cheyenne, Wyoming 82002
(307) 777-7841
(307) 777-6869 (Facsimile No.)